
State:	District of Columbia	Filing Company:	Everest National Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2024 Internet Liability		
Product Name:	EVEREST CYBER ELEVATION PROGRAM		
Project Name/Number:	Forms Filing/CW-ECE-20043894		

Filing at a Glance

Company:	Everest National Insurance Company
Product Name:	EVEREST CYBER ELEVATION PROGRAM
State:	District of Columbia
TOI:	17.2 Other Liability-Claims Made Only
Sub-TOI:	17.2024 Internet Liability
Filing Type:	Form
Date Submitted:	12/13/2019
SERFF Tr Num:	EVST-132189096
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	DC-ECE-2003894
Effective Date	02/01/2020
Requested (New):	
Effective Date	02/01/2020
Requested (Renewal):	
Author(s):	Vanessa King
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

State: District of Columbia
TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2024 Internet Liability
Product Name: EVEREST CYBER ELEVATION PROGRAM
Project Name/Number: Forms Filing/CW-ECE-20043894

Filing Company: Everest National Insurance Company

General Information

Project Name: Forms Filing
Project Number: CW-ECE-20043894
Reference Organization:
Reference Title:
Filing Status Changed: 12/13/2019
State Status Changed:
Created By: Vanessa King
Corresponding Filing Tracking Number: EVST-131385148

Status of Filing in Domicile: Pending
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: Vanessa King

Filing Description:

Everest National Insurance recently received approval under SERFF Tracking Number EVST-131392377 for our new Everest Cyber Elevation Policy Expedition℠ Policy (the "Policy"). We are taking this opportunity to file proprietary non-rate bearing additional countrywide endorsements that will be used with the Policy.

Company and Contact

Filing Contact Information

Vanessa King, State Filing Specialist II,
Filing and Regulation
P.O. Box 830
477 Martinsville Road
Liberty Corner, NJ 07938-0830

vanessa.king@everestre.com

908-604-3267 [Phone]
908-604-3546 [FAX]

Filing Company Information

Everest National Insurance
Company
477 Martinsville Road
P.O. Box 830
Liberty Corner, NJ 07938-0830
(908) 604-3000 ext. [Phone]

CoCode: 10120
Group Code: 1120
Group Name: Everest Re Group,
Ltd.
FEIN Number: 22-2660372

State of Domicile: Delaware
Company Type:
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State: District of Columbia

Filing Company:

Everest National Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2024 Internet Liability

Product Name: EVEREST CYBER ELEVATION PROGRAM

Project Name/Number: Forms Filing/CW-ECE-20043894

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		KRAUTER AMENDATORY ENDORSEMENT	CYB-CWF220B-1	1119	END	New			CYB-CWF220B-1 1119.pdf
2		QSG AMENDATORY ENDORSEMENT	CYB-CWF250A-1	1119	END	New			CYB-CWF250A-1 1119.pdf
3		NFP AMENDATORY ENDORSEMENT	CYB-CWF260B-1	1119	END	New			CYB-CWF260B-1 1119.pdf
4		UNPLANNED REDEMPTIONS ENDORSEMENT	CYB-CWF270A-1	1119	END	New			CYB-CWF270A-1 1119.pdf
5		CRYSTAL AMENDATORY ENDORSEMENT	CYB-CWF280B-1	1119	END	New			CYB-CWF280B-1 1119.pdf
6		PROGRAM BROKERAGE CORPORATION AMENDATORY ENDORSEMENT	CYB-CWF290A-1	1119	END	New			CYB-CWF290A-1 1119.pdf
7		OUTSOURCE PROVIDER BUSINESS INTERRUPTION (System Breach & System Failure)	CYB-CWF304E-1	1119	END	New			CYB-CWF304E-1 1119.pdf
8		LOCKTON AMENDATORY ENDORSEMENT B	CYB-CWF320B-1	1119	END	New			CYB-CWF320B-1 1119.pdf
9		PREFERRED BREACH COACH/FORENSICS PROVIDER (Retention Reduction)	CYB-CWF324B-1	1119	END	New			CYB-CWF324B-1 1119.pdf
10		ARC AMENDATORY ENDORSEMENT	CYB-CWF330A-1	1119	END	New			CYB-CWF330A-1 1119.pdf
11		WRONGFUL COLLECTION ENDORSEMENT	CYB-CWF336A-1	1119	END	New			CYB-CWF336A-1 1119.pdf

SERFF Tracking #:

EVST-132189096

State Tracking #:

Company Tracking #:

DC-ECE-2003894

State: District of Columbia

Filing Company:

Everest National Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2024 Internet Liability

Product Name: EVEREST CYBER ELEVATION PROGRAM

Project Name/Number: Forms Filing/CW-ECE-20043894

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
12		DEFINITIONS AMENDED (Media Wrongful Act)	CYB-CWF336A-2	1119	END	New			CYB-CWF336A-2 1119.pdf
13		CYBER CRIME ENDORSEMENT B	CYB-CWF337B-1	1119	END	New			CYB-CWF337B-1 1119.pdf
14		CYBER CRIME ENDORSEMENT III	CYB-CWF337C-1	1119	END	New			CYB-CWF337C-1 1119.pdf
15		BRICKING ENDORSEMENT (Sublimit)	CYB-CWF339A-1	1119	END	New			CYB-CWF339A-2 1119.pdf
16		HARDWARE AND SOFTWARE BETTERMENT ENDORSEMENT	CYB-CWF340A-1	1119	END	New			CYB-CWF340A-1 1119.pdf
17		BETTERMENT ENDORSEMENT	CYB-CWF340B-1	1119	END	New			CYB-CWF340B-1 1119.pdf
18		BETTERMENT ENDORSEMENT (% Cap)	CYB-CWF340C-1	1119	END	New			CYB-CWF340C-1 1119.pdf
19		DEFINITIONS AMENDED (Insured Person – Include Independent Contractors)	CYB-CWF341A-1	1119	END	New			CYB-CWF341A-1 1119.pdf
20		DEFINITIONS AMENDED (Technology Wrongful Act)	CYB-CWF342A-1	1119	END	New			CYB-CWF342A-1 1119.pdf
21		CO-DEFENDANT ADDITIONAL INSURED	CYB-CWF343A-1	1119	END	New			CYB-CWF343A-1 1119.pdf
22		NOTICE OF CLAIM OR INCIDENT AMENDED (90 Days)	CYB-CWF344A-1	1119	END	New			CYB-CWF344A-1 1119.pdf
23		NOTICE ENDORSEMENT (SCHEDULE/90 DAYS)	CYB-CWF344B-1	1119	END	New			CYB-CWF344B-1 1119.pdf

SERFF Tracking #:

EVST-132189096

State Tracking #:

Company Tracking #:

DC-ECE-2003894

State: District of Columbia

Filing Company:

Everest National Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2024 Internet Liability

Product Name: EVEREST CYBER ELEVATION PROGRAM

Project Name/Number: Forms Filing/CW-ECE-20043894

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
24		EXCLUSIONS AMENDED (Conduct Exclusion – Final Adjudication)	CYB-CWF345A-1	1119	END	New			CYB-CWF345A-1 1119.pdf
25		BREACH RESPONSE COSTS OUTSIDE OF THE LIMIT ENDORSEMENT (Notification Costs/Legal Forensic Costs)	CYB-CWF346A-1	1119	END	New			CYB-CWF346A-1 1119.pdf
26		PARENT COMPANY EXCLUSION	CYB-CWF350A-1	1119	END	New			CYB-CWF350A-1 1119.pdf
27		DEFINITIONS AMENDED (Claim - Demand Toll, Mediation or Arbitration)	CYB-CWF353A-1	1119	END	New			CYB-CWF353A-1 1119.pdf
28		REPUTATIONAL HARM COVER	CYB-CWF354A-1	1119	END	New			CYB-CWF354A-1 1119.pdf
29		REVIEW BOMBING COVER	CYB-CWF355A-1	1119	END	New			CYB-CWF355A-1 1119.pdf
30		GDPR ENDORSEMENT	CYB-CWF357A-1	1119	END	New			CYB-CWF357A-1 1119.pdf
31		VOLUNTARY SHUTDOWN	CYB-CWF360A-1	1119	END	New			CYB-CWF360A-1 1119.pdf
32		TECHNOLOGY E&O COVER	CYB-CWF361A-1	1119	END	New			CYB-CWF361A-1 1119.pdf
33		AGGREGATE RETENTION ENDORSEMENT	CYB-CWF362A-1	1119	END	New			CYB-CWF362A-1 1119.pdf
34		EXCLUSIONS AMENDED (False Advertising – Claim Expenses)	CYB-CWF363A-1	1119	END	New			CYB-CWF363A-1 1119.pdf
35		MPL ENDORSEMENT	CYB-CWF365A-1	1119	END	New			CYB-CWF365A-1 1119.pdf

SERFF Tracking #:

EVST-132189096

State Tracking #:

Company Tracking #:

DC-ECE-2003894

State: District of Columbia

Filing Company:

Everest National Insurance Company

TOI/Sub-TOI: 17.2 Other Liability-Claims Made Only/17.2024 Internet Liability

Product Name: EVEREST CYBER ELEVATION PROGRAM

Project Name/Number: Forms Filing/CW-ECE-20043894

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
36		MPL ENDORSEMENT (Personal Injury Offense)	CYB-CWF365B-1	1119	END	New			CYB-CWF365B-1 1119.pdf
37		ASSET MANAGER ENDORSEMENT	CYB-CWF366A-1	1119	END	New			CYB-CWF366A-1 1119.pdf
38		INVESTMENT ADVISOR EXCLUSION ENDORSEMENT	CYB-CWF367A-1	1119	END	New			CYB-CWF367A-1 1119.pdf
39		COURT ATTENDANCE COSTS	CYB-CWF369A-1	1119	END	New			CYB-CWF369A-1 1119.pdf
40		POST BREACH FUND	CYB-CWF370A-1	1119	END	New			CYB-CWF370A-1 1119.pdf
41		DEFINITIONS AMENDED (Insured Added Midterm)	CYB-CWF376A-1	1119	END	New			CYB-CWF376A-1 1119.pdf
42		CANCELLATION AND NONRENEWAL AMENDED (90 DAYS' NOTICE)	CYB-CWF377A-1	1119	END	New			CYB-CWF377A-1 1119.pdf
43		Bodily Injury Exclusion Amended Endorsement	CYB-CWF379A-1	1119	END	New			CYB-CWF379A-1 1119.pdf
44		SYSTEM FAILURE AND NON-IT PROVIDER BUSINESS INTERRUPTION ENDORSEMENT	CYB-CWF380A-1	1119	END	New			CYB-CWF380A-1 1119.pdf
45		SYSTEM FAILURE AND NON-IT PROVIDER BUSINESS INTERRUPTION ENDORSEMENT	CYB-CWF380B-1	1119	END	New			CYB-CWF380B-1 1119.pdf
46		SUPPLY CHAIN BREACH LIABILITY ENDORSEMENT (Sublimit)	CYB-CWF381A-1	1119	END	New			CYB-CWF381A-1 1119.pdf

State:	District of Columbia	Filing Company:	Everest National Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2024 Internet Liability		
Product Name:	EVEREST CYBER ELEVATION PROGRAM		
Project Name/Number:	Forms Filing/CW-ECE-20043894		

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
47		OTHER INSURANCE ENDORSEMENT (Primary of Specific Policy)	CYB-CWF385A-1	1119	END	New			CYB-CWF385A-1 1119.pdf
48		OTHER INSURANCE AMENDED ENDORSEMENT	CYB-CWF385B-1	1119	END	New			CYB-CWF385B-1 1119.pdf
49		AmWINS AMENDATORY ENDORSEMENT	CYB-CWF388A-1	1119	END	New			CYB-CWF388A-1 1119.pdf
50		BRICKING AND BETTERMENT ENDORSEMENT (Hardware and Software – Dollar Sublimit)	CYB-CWF389A-1	1119	END	New			CYB-CWF389A-1 1119.pdf
51		BRICKING AND BETTERMENT ENDORSEMENT (Hardware and Software – Percentage Cap for Betterment)	CYB-CWF389B-1	1119	END	New			CYB-CWF389B-1 1119.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

KRAUTER AMENDATORY ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

DEFINITIONS

ADDITIONAL INSURED COVERAGE

The following shall be added to the definition of **Insured** in SECTION II.V:

Insured also means an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");

6. The Family Educational Rights and Privacy Act ("FERPA");
7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS (& AMENDS RESTORATION OF HEALTHCARE RECORDS)

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

The definition of **Breach Response Costs** in **Section II.C.1.g**, is replaced with the following:

g. restore healthcare records of notified individuals whose **Private Information** was compromised as a result of a **Privacy Event**.

CLAIM

The definitions of **Claim** in section **II.F** shall be replaced with the following:

F. Claim means:

1. a third party demand for money or services against an **Insured**, or the assertion of liability against an **Insured**;
2. with respect to coverage provided under Insuring Agreement B.2, a request for information made to an **Insured** by a government regulator in its regulatory or official capacity;
3. a written demand or agreement to toll or waive a statute of limitations relation to a potential **Claim** described in paragraph 1. above;
4. a written demand to toll or waive an applicable statute of limitations;

Multiple **Claims** arising from the same, continuing, or series of related or repeated acts, errors, omissions, or **Security Breaches** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

INDEPENDENT CONTRACTORS

The following shall be added to the definition of **Insured** in **Section II.V**:

Insured also means an **Independent Contractor**.

Independent Contractor means any natural person:

- i. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in SECTION II.GG is replaced with the following:

- GG. Period of Restoration** means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:
1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
 2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in SECTION II.JJ is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available.

SUBSIDIARY (Asset Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means:

1. an entity of which the Named Insured owns more than fifty percent (50%) of the outstanding voting securities ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than ten percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

EXCLUSIONS

Section III.L shall be replaced with the following:

- L. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by or in collusion with an **Insured**; *provided however that* this exclusion shall not apply to:
 - 1. **Claim Expenses** incurred in defending any **Claim** alleging the foregoing until such conduct is established by a final non-appealable adjudication, judgment, binding arbitration decision, conviction by the **Insured**, or the **Insured** agrees to accept criminal punishment for such conduct;
 - 2. **Loss** incurred on behalf of any other individual **Insured** that did not personally commit, participate in, or know about any act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing; or
 - 3. **Loss** incurred on behalf of the **Insured Organization** if no act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing was known to any present or former General Counsel, CFO, or CTO at the time of or prior to its commission or occurrence.

NOTICE

Section IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after such **Claim** is made against the **Insured**, or such **Incident** is discovered by the General Counsel, CFO or CTO of the **Named Insured**. In no event will such notice to the Insurer be later than: (i) the end of the **Policy Period**; or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last thirty (30) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last thirty (30) days of the **Policy Period**.

CANCELLATION AND NONRENEWAL

Section VIII.G.2, shall be replaced with the following:

- 2. This Policy may be cancelled by the Insurer by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Insurer cancels this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.

REPRESENTATION AND SEVERABILITY

The following shall be added to the end of **Section VIII.J**:

It is agreed that the Insurer shall not rescind or void any coverage under this Policy, in whole or in part, for any reason.

WAIVER OF SUBROGATION

The following shall be added to SECTION VIII.A - **SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



QSG AMENDATORY ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

DEFINITIONS

ADDITIONAL INSURED COVERAGE

The following shall be added to the definition of **Insured** in SECTION II.V:

Insured also means an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

TECHNOLOGY WRONGFUL ACT

The definition of **Technology Wrongful Act** in **Section II.PP** is replaced with the following:

Technology Wrongful Act means:

- i. any negligent act, error, omission, or misrepresentation, or unintentional breach of contract in the **Insured's** rendering or failure to render computer and electronic technology services, including training and education, that the **Insured** has agreed to perform for others in exchange for a fee.
- ii. any failure of any **Computer System** or any part thereof, to perform its intended function and/or purpose, including any **Computer System**, or any part thereof, that is created, designed, manufactured, installed, repaired, sold, leased or licensed by or on behalf of an **Insured**.

ADDITIONAL PUBLIC RELATIONS COSTS

The following shall be added to SECTION II.C.1 of the definition of **Breach Response Costs**:

- (h) provide **Additional Public Relations Costs** to mitigate harm to the **Insured's** reputation, subject to a sublimit of liability in the amount of \$50,000 for all such **Additional Public Relations Costs**, which shall be part of, and not in addition to, the Sublimit of Liability referenced in ITEM 7.A.1 of the Cyber Declarations.

Additional Public Relations Costs means costs incurred by the **Company** within one year of its public announcement of the occurrence of a **Privacy Event** or **System Breach**, other than as provided in Section II.C.1.f:

- a. to notify the general public about the **Privacy Event** or **System Breach**; and
- b. other costs approved in advance by the Insurer.

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
 - 1. The European Union General Data Protection Regulation ("GDPR");
 - 2. The New York Department of Financial Services 23 NYCRR 500;
 - 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 - 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 - 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 - 6. The Family Educational Rights and Privacy Act ("FERPA");
 - 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 - 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

DATA LOSS COSTS (REMOVAL OF "EXTERNAL")

The definition of **Data Loss Costs** is amended by removing the term "external".

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in SECTION II.GG is replaced with the following:

- GG. **Period of Restoration** means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:
 - 1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
 - 2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in SECTION II.JJ is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available

SUBSIDIARY (Asset Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means:

1. an entity of which the **Named Insured** owns more than fifty percent (50%) of the outstanding voting securities ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than thirty five (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

NOTICE OF CLAIM OR INCIDENT

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** listed in the SCHEDULE below, must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after such **Claim** is made against the **Insured**, or such **Incident** is discovered by the **Insured**. In no event will such notice to the Insurer be later than: (i) the end of the **Policy Period**; or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last forty five (45) days

of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last forty five (45) days of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

OTHER INSURANCE

SECTION VIII.D is replaced with the following:

Only with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy.

WAIVER OF SUBROGATION

The following shall be added to SECTION VIII.A - **SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.



EVEREST

NFP AMENDATORY ENDORSEMENT

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DEFINITIONS

ADDITIONAL INSURED COVERAGE

The following shall be added to the definition of **Insured** in **SECTION II.V**:

Insured also means an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

APPLICATION (12 months)

The definition of **Application** in **SECTION II.A** is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR and CCPA)

The definition of **Breach Notice Law** in **SECTION II.B** is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");



7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950;
8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**; and
9. California Consumer Privacy Act of 2018.

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS (& AMENDS RESTORATION OF HEALTHCARE RECORDS)

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

The definition of **Breach Response Costs** in **SECTION II.C.1.g**, is replaced with the following:

- g. restore healthcare records of notified individuals whose **Private Information** was compromised as a result of a **Privacy Event**.

CLAIM (Non-Monetary or Injunctive Relief)

SECTION II.F.1 is replaced with the following:

1. a third party demand for money, services, or non-monetary or injunctive relief, or the assertion of a liability against an **Insured**;

CYBER EXTORTION COSTS (Add Goods and Services)

SECTION II.L.1 is replaced with the following:

1. money, marketable goods or services, securities, Bitcoin, or other virtual currencies paid at the direction and demand of a third-party in order to terminate a **Cyber Extortion Event**; and

INDEPENDENT CONTRACTORS

The following shall be added to the definition of **Insured** in **Section II.V**:

Insured also means an **Independent Contractor**.

Independent Contractor means any natural person:

- i. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:

1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or

2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in **SECTION II.JJ** is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available.

SUBSIDIARY (Asset Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means:

1. an entity of which the Named Insured owns more than fifty percent (50%) of the outstanding voting securities ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than ten percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

WAIVER OF SUBROGATION

The following shall be added to **SECTION VIII.A - SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



UNPLANNED REDEMPTIONS ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

1. The following is added to ITEM 7.A of the Declarations:

	SUBLIMIT OF INSURANCE	RETENTION
6. Unplanned Redemptions Loss	\$	\$

2. The following is added to Section I.A:

Unplanned Redemptions Loss actually sustained by the **Insured Organization** due to a **Privacy Event, Security Breach** or **Denial of Service Attack** that first occurs on or after the **Retroactive Date**;

DEFINITIONS

The definition of Denial of Service Attack in SECTION II.S shall be replaced with the following:

- S. **Denial of Service Attack** means a total or partial outage of an **Insured's Computer Systems** due to malicious traffic from a third party which is designed to slow or interrupt legitimate access to the **Insured's Computer Systems** by overwhelming or crashing such **Computer Systems**.

The following shall be added under **SECTION II – DEFINITIONS**:

Average Redemption Request Amount means the average dollar amount of redemptions received and processed over the last 8 quarters for each respective fund or separately managed account (or the maximum number of quarters for which such data is available, if the fund or separately managed account has not been in existence for 8 quarters), prior to the disclosure of the **Privacy Event, Security Breach** or **Denial of Service Attack**;

Cyber Redemption Request Amount means the dollar amount of all redemption requests received by the fund administrator referenced above during the **Notification Period**.

Notification Period means the ___ day period that begins on the specific date on which a **Privacy Event, Security Breach** or **Denial of Service Attack** is first disclosed to any limited partner or external investor.

Unplanned Redemption means any new request for redemption or withdrawal from limited partners or external investors that is received by the **Insured**, or fund administrator responsible for processing such requests, during the **Notification Period**, and that is based upon, arises out of, in whole or in part, due to the disclosure of a **Privacy Event, Security Breach** or **Denial of Service Attack**.

Unplanned Redemption Loss means the following actually sustained by the **Insured Organization**:

1. reasonable and necessary expenses that are incurred by the **Insured** during the **Notification Period** to minimize or reduce the likelihood of an **Unplanned Redemption** that may result from a **Privacy Event, Security Breach** or **Denial of Service Attack**;
2. 100% of management fee income before interest and tax that the **Insured** would have earned over the course of 12 months in the absence of, and solely based upon, arising out of and attributable to the **Unplanned Redemption**; and
3. costs for an external forensic accountant or auditor retained by the **Insured** to assist in the preparation of the Proof of Loss in connection with an **Unplanned Redemption**;

provided however, except as provided in paragraph (iii) below, in calculating **Unplanned Redemption Loss** as referenced in paragraph 2 above:

- (i) if the **Cyber Redemption Request Amount** is greater than the **Average Redemption Request Amount** then the **Unplanned Redemptions** will be equal to the difference between the **Cyber Redemption Request Amount** and **Average Redemption Request Amount**;
- (ii) if the **Cyber Redemption Request Amount** is less than the **Average Redemption Request Amount**, then the total dollar amount of the **Unplanned Redemptions** shall be equal to that portion of the **Cyber Redemption Request Amount** that includes written confirmation from the each respective limited partner or external investor that the reason for such redemption request is based upon, in whole or in part, due to the disclosure of a **Privacy Event, Security Breach** or **Denial of Service Attack**;
- (iii) The calculation in paragraph (ii) above shall be used in any instance if:
 1. a key man provision, as defined in any subscription or partnership agreement, or any event that permits an exception to the agreed upon redemption terms as stated in any subscription or partnership agreement, occurs; or
 2. the performance in either the quarter prior to or during the **Notification Period** is negative 5% for each respective fund or separately managed account. However, this does not apply in the event that each respective fund or separately managed account has a publicly stated benchmark, as shown in materials distributed to limited partners and external investors prior to any **Privacy Event, Security Breach** or **Denial of Service Attack**, and such benchmark(s) showed performance less than negative 5%.

EXCLUSIONS

1. **SECTION III.R.1** is replaced with the following:

R. For, arising out of, or resulting from:

1. the monetary value of any transaction or change in value of any account, including but not limited to, electronic funds transfers, trading losses, or trading liabilities; *provided, however*, that this exclusion shall not apply to **Unplanned Redemption Loss**;
2. There shall be no coverage under this Policy for any **Unplanned Redemption Loss** except as provided in this endorsement.

LIMIT OF LIABILITY/RETENTION/WAITING PERIOD

1. The Unplanned Redemptions Sublimit of Insurance referenced above in ITEM 7.A.6 above, is the aggregate Sublimit of Insurance for all **Unplanned Redemption Loss** due to all **Unplanned Redemptions**.
2. The Retention referenced in ITEM 7.A.6 above, shall apply to each **Privacy Event, Security Breach or Denial of Service Attack** that results in an **Unplanned Redemption**.

CONDITIONS

Coverage as provided under the Insuring Agreement referenced above shall apply only if there is at least one written confirmation from a limited partner or external investor that states the reason for an **Unplanned Redemption** is based upon, in whole or in part, due to the disclosure of a **Privacy Event, Security Breach or Denial of Service Attack**.

NOTICE

8. The following shall be added to Section IV.A:

The **Insured** shall include with the notice of the **Unplanned Redemption**, written documentation from the investor requesting the **Unplanned Redemption**.

PROOF OF LOSS

Within thirty (30) days of notice of the **Unplanned Redemption** to the Insurer, the **Named Insured** must provide the Insurer with a written Proof of Loss sworn by an officer of the **Insured Organization** and providing details regarding the dollar amount of:

- (i) all **Average Redemption Request Amounts**.
- (ii) performance data for each of the two (2) quarters prior to receipt of the most recent **Unplanned Redemption**; and
- (iii) all **Cyber Redemption Request Amounts**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

CRYSTAL AMENDATORY ENDORSEMENT

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DEFINITIONS

ADDITIONAL INSURED COVERAGE

The following shall be added to the definition of **Insured** in SECTION II.V:

Insured also means an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

ADDITIONAL PUBLIC RELATIONS COSTS

The following shall be added to SECTION II.C.1 of the definition of **Breach Response Costs**:

- (h) provide **Additional Public Relations Costs** to mitigate harm to the **Insured's** reputation, subject to a sublimit of liability in the amount of \$50,000 for all such **Additional Public Relations Costs**, which shall be part of, and not in addition to, the Sublimit of Liability referenced in ITEM 7.A.1 of the Cyber Declarations.

Additional Public Relations Costs means costs incurred by the **Company** within one year of its public announcement of the occurrence of a **Privacy Event** or **System Breach**, other than as provided in Section II.C.1.f:

- a. to notify the general public about the **Privacy Event** or **System Breach**; and
- b. other costs approved in advance by the Insurer.

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation (“GDPR”);
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPAA”);
 4. Gramm-Leach-Bliley of 1999 (“G-L-B”), also known as the Financial Services Modernization Act of 1999;
 5. Children’s Online Privacy Protection Act of 1998 (“COPPA”);
 6. The Family Educational Rights and Privacy Act (“FERPA”);
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS (& AMENDS RESTORATION OF HEALTHCARE RECORDS)

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer’s consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

The definition of **Breach Response Costs** in **Section II.C; 1. g.**, is replaced with the following:

- g. restore healthcare records of notified individuals whose **Private Information** was compromised as a result of a **Privacy Event**.

CLAIM

The definition of **Claim** in SECTION II.F is replaced with the following:

- F. Claim** means:
1. a third party demand for money, services, or non-monetary or injunctive relief, or the assertion of a liability against an **Insured**;
 2. a criminal proceeding against an **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information or similar document;
 3. a written request directed at the **Insured** to toll or waive the statute of limitations applicable to a potential **Claim**;
 4. with respect to coverage provided under Insuring Agreement B.2, a request for information made to an **Insured** by a government regulator in its regulatory official capacity;

Multiple **Claims** arising from the same, continuing, or series of related or repeated acts, errors, omissions, or **Security Breaches** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

CLAIMS EXPENSES (bond premiums)

The definition of **Claim Expenses** in SECTION II.G is replaced with the following:

G. **Claim Expenses** means:

1. Reasonable external legal fees and costs incurred with the Insurer's prior agreement in the investigation, defense, or settlement or any **Claim** under this Policy; or
2. Premiums for any appeal bond, attachment bond or similar bond, although the Insurer shall have no obligation to apply for or furnish such bond.

Claim Expenses do not include any:

- i. salary, overhead, or other charges by the **Insured**; or
- ii. costs to comply with any regulatory orders, settlements, or judgements;

CYBER EXTORTION COSTS (Add Goods and Services)

SECTION II.L.1 is replaced with the following:

1. money, marketable goods or services, securities, Bitcoin, or other virtual currencies paid at the direction and demand of a third-party in order to terminate a **Cyber Extortion Event**; and

INDEPENDENT CONTRACTORS

The following shall be added to the definition of **Insured** in **Section II.V**:

Insured also means an **Independent Contractor**.

Independent Contractor means any natural person:

- i. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

MANAGEMENT

The following shall be added to the definition of **Management** in **Section II.Z**:

Management also includes the:

General Counsel
Chief Technology Officer
Chief Information Officer
Chief Financial Officer

of the **Insured Organization**.

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:

1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in SECTION II.JJ is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available.

SUBSIDIARY (Revenue Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means an entity which the **Named Insured**:

1. directly or indirectly owns or controls more than fifty percent (50%) of the assets, financial interests or voting rights of such entity ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired revenues are more than thirty-five percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

EXCLUSIONS AMENDED

SECTION III.L.1 is replaced with the following:

1. **Claim Expenses** incurred in defending any **Claim** alleging the foregoing until such conduct is established by a final, non-appealable adjudication, judgment, binding arbitration decision,

conviction, or written admission by the **Insured**, or the **Insured** agrees to accept criminal punishment for such conduct;

NOTICE

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** listed in the SCHEDULE below, must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after any of the individuals referenced in the SCHEDULE below first becomes aware of such **Claim** or **Incident**, but in no event will such notice to the Insurer be later than ninety (90) days after the end of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

LAW ENFORCEMENT

The following shall be added to Section IV.A:

An **Insured Organization** may receive a request from a law enforcement authority to keep information about an actual or possible **Incident** or **Claim** confidential ("Request"). Notice of such **Claim** or **Incident** shall be considered timely and the Insurer shall not deny coverage for such **Incident** or **Claim** for failure to provide notice or failure to cooperate if:

1. as soon as practicable after receipt of the Request, an officer or employee of the **Insured Organization** requests permission to share such information with the Insurer;
2. the **Insured Organization** only withholds from the Insurer that portion of the information that it has been instructed not to share with the Insurer; and
3. the **Insured Organization** provides full notice of such **Claim** or **Incident** to the Insurer as soon as legally permitted;

Notwithstanding the foregoing, there shall be no coverage for any **Incident** or **Claim**, if the information withheld from the Insurer in connection with the Request was: (i) known to the Insurer prior to the Continuity Date referenced in ITEM 9 of the Declarations, or if no Continuity Date is specified, then prior to the inception date of the first cyber policy issued by the Insurer to the **Named Insured** and continuously renewed by the Insurer until the inception date of this Policy, and (ii) not disclosed in the **Application**.

RETENTION

Sections VII.B.1 and VII.B.2 shall be replaced with the following:

1. The Retentions set forth in ITEM 7.A of the Declarations shall apply separately to each **Incident** in the amounts set forth therein. Such Retentions shall be satisfied by monetary payments of the respective **Breach Response Costs, Cyber Extortion Costs, Data Loss Costs, Business Interruption Loss, and Contingent Business Interruption Loss**.

2. The Retentions set forth in ITEM 7.B of the Declarations shall apply separately to each **Claim**. Such Retentions shall be satisfied by monetary payments of **Claim Expenses, Damages, Penalties, or PCI Assessments**.
3. The Insurer shall recognize payment of any Retention applicable under the Policy, by or on behalf of the **Named Insured**, any Excess/DIC insurer(s) of an **Insured Person** if applicable, or any other source, up to the respective applicable retention amount, as satisfaction of such Retention.

OTHER INSURANCE

SECTION VIII.D is replaced with the following:

Only with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy. It is further understood and agreed that payment of **Loss** under any other valid and collectible insurance shall reduce, and may exhaust, the applicable deductible applicable to this Policy.

TRADE SECRETS EXCLUSION (Carveback for Security Breach)

SECTION III.M.3 is replaced with the following:

3. any misappropriation of a trade secret or **Confidential Information** by or on behalf of an **Insured**. However, solely with respect to Insuring Agreement B.1, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Confidential Information** resulting from a **Security Breach**; or

WAIVER OF SUBROGATION

The following shall be added to SECTION VIII.A - **SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

WRONGFUL COLLECTION (and additional carveback for Unsolicited Communications)

The definition of **Privacy Event** in SECTION II.II is replaced with the following:

- EE. **Privacy Event** means the actual or suspected theft, loss, unauthorized disclosure or negligent use or collection of, or unauthorized access to **Private Information** or **Confidential Information** in the **Insured's** care, custody, or control that is committed without the knowledge or acquiescence of any member of the **Management**.

The exclusion in SECTION III.G is replaced with the following:

- G. for, arising out of, or resulting from: the distribution of unsolicited email, text messages, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the **Insured Organization**. However, this exclusion shall not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



**PROGRAM BROKERAGE CORPORATION
AMENDATORY ENDORSEMENT**

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DEFINITIONS

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.



SUBSIDIARY (Asset Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means:

1. an entity of which the **Named Insured** owns more than fifty percent (50%) of the outstanding voting securities ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed Twenty-five percent (25%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than twenty-five percent (25%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

NOTICE OF CLAIM OR INCIDENT

The **Insured** listed in the SCHEDULE below, must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after such **Claim** is made against the **Insured**, or such **Incident** is discovered by the **Insured**. In no event will such notice to the Insurer be later than: (i) the end of the **Policy Period**; or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last sixty (60) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last sixty (60) days of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in SECTION II.JJ is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification

number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or

3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in SECTION II.GG is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:

1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

OTHER INSURANCE

SECTION VIII.D is replaced with the following:

Only with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy.

TECHNOLOGY WRONGFUL ACT

The definition of **Technology Wrongful Act** in **SECTION II.PP** is replaced with the following:

PP. Technology Wrongful Act means:

1. any of the following in rendering or failure to render **Technology Services** or **Telecommunications Services**: (a) act, error, omission, negligent misrepresentation, unintentional breach of contract, or breach of duty; or (b) infringement of intellectual property rights (other than patent or trade secrets);
2. failure of **Technology Products** to perform the intended function or serve their intended purpose; or
3. failure of **Technology Services**, **Telecommunications Services**, or **Technology Products** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

The following definitions are added to **SECTION II**:

Technology Products means the following, but only if created, designed, manufactured, sold, or distributed by or on behalf an **Insured**:

1. computer hardware, including products, components and peripherals;
2. computer software, computer firmware and all related machine, and all related code; or
3. electronic, telecommunications and wireless equipment.

Technology Services means any of the following performed by or on behalf of an **Insured**:

1. computer, cloud computing, information technology and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), and network as a service (NaaS);
2. computer systems analysis and training;

3. computer programming and network design;
4. computer systems installation, management, repair, and maintenance; and
5. Internet service.

Telecommunications Services means any of the following performed by or on behalf of an **Insured**:

1. local, regional and long distance wired and wireless dial tone access and switched services, including directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. directory services, operator assistance, and 911 emergency services;
7. analysis, design, integration and conversion of telecommunication systems; and
8. voice-over Internet protocol ("VoIP") services, including related VoIP implementation services.

EXCLUSIONS

The following shall be added to **SECTION III.M.2**:

provided however, that this exclusion shall not apply with respect to **Claim** otherwise covered under Insuring Agreement I.B.5;

SECTION III.D.6 is replaced with the following:

5. with respect to a covered **Claim** under Insuring Agreement B.5; *provided however*, that this exception shall not apply to any **Claim** arising out of, or resulting from breach of any express warranty, guarantee or promise.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

OUTSOURCE PROVIDER BUSINESS INTERRUPTION (System Breach & System Failure)



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

- ITEM 7.A.5 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention	
5. Contingent Business Interruption Loss	\$	\$	Waiting Period 8 hours
a. Contingent Business Interruption Loss – Outsourced Provider System Failure	\$	\$ 0	Waiting Period 8 hours
b. Contingent Business Interruption Loss – Outsourced Provider Computer System	\$	\$ 0	Waiting Period 8 hours

- With respect to the coverage provided under Insuring Agreement I.A.5.a, the definition of **Contingent Business Interruption Event** in **Section II.J** is replaced with the following:

J. Contingent Business Interruption Event means an **Outsourced Provider System Failure** that interrupts an **Outsourced Provider Computer System** for a period longer than the applicable **Waiting Period**.

- With respect to the coverage provided under Insuring Agreement I.A.5.b the definition of **Contingent Business Interruption Event** **Sections II.J** is replaced with the following:

J. Contingent Business Interruption Event means a **System Breach** or **Denial of Service Attack** that interrupts an **Outsourced Provider Computer System** for a period longer than the applicable **Waiting Period**.

- Solely for purposes of coverage under this Endorsement, the definitions of **Period of Restoration** and **Waiting Period** in **Section II.HH** and **Section II.RR**, shall be replaced with the following:

HH. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 120 days following the interruption of an **Outsourced Provider Computer System** due to a **Contingent Business Interruption Event**.

RR. Waiting Period means the number of hours shown in ITEM 7.A.5, 7.A.5.a and ITEM 7.A.5.b above, with respect to each **Contingent Business Interruption Event**, each **Contingent Business Interruption Event** involving an **Outsourced Provider System Failure**, and a **Contingent Business Interruption Event** that involves the interruption or an **Outsourced Provider Computer System**, respectively.

5. With respect to coverage under Insuring Agreement, I.B.1, the definition of **Security Breach** in **Section II.MM** shall be replaced with the following:

MM. Security Breach means a failure of computer security (including, but not limited to physical and technical controls, written policies, anti-virus software, firewalls, and passwords) that results in:

1. unauthorized access to or unauthorized use of an **Insured's Computer System, Shared Computer System, or Outsourced Provider Computer System**; or
2. distribution from or transmission into an **Insured's Computer System** of any unauthorized, corrupting, or harmful software code, or malware, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs.

6. The following definitions are added under **SECTION II - DEFINITIONS**:

Outsourced Provider means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Outsourced Provider Computer System means a **Computer System** that is leased, owned or operated by an **Outsourced Provider Business**. **Outsourced Provider Computer System** does not mean a **Shared Computer System**.

Outsourced Provider System Failure means any unplanned and unintentional interruption of an **Outsourced Provider Computer System**. **Outsourced Provider System Failure** does not mean or include any interruption resulting from a **Shared Computer System**.

7. The following is added to **SECTION VII.A - LIMITS OF INSURANCE**:

The Sublimit of Insurance stated above, in ITEM 7.A.5.a and ITEM 7.A.5.b of the Declarations is the aggregate Sublimit of Insurance payable under Insuring Agreement I.A.5 for all **Contingent Business Interruption Loss** due to a **Contingent Business Interruption Event** that interrupts an **Outsourced Provider Computer System**, regardless of the number **Contingent Business Interruption Events**. These Sublimits of Insurance are part of, and not in addition to, the Sublimit of Insurance applicable referenced in ITEM 7.A.5.

8. The following is added to **SECTION VII.B - RETENTION**:

The Retention amounts set forth above in ITEM 7.A.5.a and ITEM 7.A.5.b of the Declarations applies separately to each **Contingent Business Interruption Event** covered thereunder and shall be satisfied by monetary payments by the **Named Insured** of **Contingent Business Interruption Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



LOCKTON AMENDATORY ENDORSEMENT B

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

INSURING AGREEMENTS

PAY ON BEHALF OF

The first sentence of **SECTION I.A** is replaced with the following:

The Insurer agrees to pay on behalf of the **Insured Organization**:

PRIVACY POLICY FAILURE

SECTION I.B.1 is replaced with the following:

1. **Breach Liability** **Claim Expenses** and **Damages** that the **Insured** becomes legally obligated to pay due to a **Claim** for a **Privacy Event**, **Security Breach**, **Privacy Policy Failure** or violation of a **Breach Notice Law** that first occurred on or after the **Retroactive Date**.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Private Information**.

Privacy Policy Failure means failure by the **Insureds** to comply with that part of a **Privacy Policy** that specifically:

- a. prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Private Information**;
- b. requires the **Insured Organization** to provide an individual access to **Private Information** or to correct incomplete or inaccurate **Private Information** after a request is made; or
- c. mandates procedures and requirements to prevent the loss of **Private Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

GDPR (REGULATORY PENALTIES, CLAIM & BREACH NOTICE LAW)

SECTION I.B.2 is replaced with the following:

2. **Regulatory Penalties** **Claim Expenses** and **Penalties** that the **Insured** becomes legally obligated to pay due to a **Claim** by a regulatory or governmental entity in its regulatory or official capacity caused by a **Privacy Event**, including failure to timely report a **Privacy Event**, that first occurred on or after the **Retroactive Date**.

The definition of **Breach Notice Law** in **SECTION II.B** is replaced with the following:

- B. Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

The definition of **Claim** in **SECTION II.F.2** is replaced with the following:

2. with respect to coverage provided under Insuring Agreement B.2, a request for information made to an **Insured** by a regulatory or governmental entity in its regulatory or official capacity;

The definition of **Penalties** in **SECTION II.FF** is replaced with the following:

FF. Penalties means only with respect to **Claims** covered under Insuring Agreement B.2 and where insurable:

1. any civil fine, money penalty, or consumer compensation fund that is imposed or required by a regulatory or governmental entity, in such entity's regulatory or official capacity;
2. any monetary settlement that is negotiated with a regulatory or governmental entity, in such entity's regulatory or official capacity;

Penalties do not include any other amounts, including but not limited to, **PCI Assessments**, payments to charitable organizations or costs to comply with any injunctive relief, equitable relief, remediation, training, corrective action plans, or audits.

DEFINITIONS

APPLICATION (12 MONTHS)

The definition of **Application** in **SECTION II.A** is replaced with the following:

- A. Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH RESPONSE COSTS (PCI FORENSIC INVESTIGATOR COSTS /AMENDS RESTORATION OF HEALTHCARE RECORDS/ MITIGATE FURTHER DAMAGE / REGULATORY ASSESSMENT COSTS/ADDITIONAL PUBLIC RELATIONS COSTS)

The definition of **Breach Response Costs** in **SECTION II.C.1.b** and **II.C.1.g** shall be replaced with the following:

- b. perform computer forensics to contain an electronic **Privacy Event** or **System Breach** and to investigate its cause and scope or mitigate further damage to an **Insured's Computer System**;

- g. restore healthcare records of notified individuals whose **Private Information** was compromised as a result of a **Privacy Event**.

The following shall be added to the definition of **Breach Response Costs** in **SECTION II.C.1**:

Breach Response Costs shall include:

- i) reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data;
- ii) to conduct any assessment required by an industry regulatory body or governmental agency, following a **Privacy Event** or **System Breach** in order to determine an **Insured's** compliance with applicable data privacy and security standards, or to demonstrate the **Insured's** ability to prevent a future **Privacy Event** or **System Breach**, *provided however*, the maximum liability to the Insurer for any of the above costs in this paragraph combined, shall be \$(Fill-in value).
- iii) reasonable and necessary fees and costs incurred with the Insurer's consent that are charged by an attorney or consultant to advise on the appropriate content, scope and distribution of any notice; costs associated with credit freezes and credit restoration services; and
- iv) provide **Additional Public Relations Costs** to mitigate harm to the **Insured's** reputation, subject to a sublimit of liability in the amount of \$50,000 for all such **Additional Public Relations Costs**, which shall be part of, and not in addition to, the Sublimit of Liability referenced in ITEM 7.A.1 of the Cyber Declarations.

Additional Public Relations Costs means costs incurred by the **Company** within one year of its public announcement of the occurrence of a **Privacy Event** or **System Breach**, other than as provided in Section II.C.1.f:

- a. to notify the general public about the **Privacy Event** or **System Breach**; and
- b. other costs approved in advance by the Insurer.

CLAIM (NON-MONETARY OR INJUNCTIVE RELIEF)

The definition of **Claim** in **SECTION II.F.1** shall be replaced with the following:

- 1. a third party demand for money, services, or non-monetary or injunctive relief, or the assertion of a liability against an **Insured**;

CYBER EXTORTION COSTS (INVESTIGATION FEES)

SECTION II.L is replaced with the following:

- L. **Cyber Extortion Costs** means the following reasonable and necessary costs incurred with the Insurer's prior written consent:
 - 1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of a third-party in order to terminate a **Cyber Extortion Event**;
 - 2. external fees and costs to prevent, investigate, terminate, and respond to a **Cyber Extortion Event**.

Cyber Extortion Costs do not include **Breach Response Costs**.

DAMAGES (MOST APPLICABLE LAW)

The first sub-paragraph of the definition of **Damages** under **SECTION II.O** is replaced with the following:

- O. **Damages** means: (a) a monetary judgement or award that the **Insured** is legally obligated to pay, including punitive and exemplary damages to the extent insurable under any applicable law that most favors coverage.

DATA ASSET (REMOVE REFERENCE REGULAR BACK UP PROCEDURES)

The definition of **Data Asset** is amended by removing the phrase “that is subject to regular back-up procedures”

DATA LOSS COSTS (REMOVAL OF “EXTERNAL”)

The definition of **Data Loss Costs** is amended by removing the term “external”

INSURED (ADDITIONAL INSURED & INDEPENDENT CONTRACTOR, VOLUNTEERS, TEMPORARY EMPLOYEES)

The definition of **Insured** in **SECTION II.V** shall be replaced with the following:

V. Insured, whether expressed in singular or plural, means:

1. the **Insured Organization**, including any such entity as a debtor in possession under United State bankruptcy law.
2. the **Insured Organization's** current and former directors, managers of a limited liability company, or officers, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. the **Insured Organization's** current and former employees, including but not limited to temporary employees and volunteers, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. the **Named Insured's** current and former principals if the **Named Insured** is a sole proprietorship and partners if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. the estate, heirs, executors, administrators, assigns, and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance;
6. the lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States, of an **Insured**, but solely by reason of any act, error, or omission of such **Insured**;
7. an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**; and
8. an **Independent Contractor**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Independent Contractor means any natural person:

- i. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

INSURED'S COMPUTER SYSTEM (HOME NETWORKS)

The following is added to the definition of **Insured's Computer System** in **SECTION II.W**:

W. Insured's Computer System also includes **Home Network**, if such **Home Network** is reasonably believed to be either the source of, or potentially impacted by, a **Security Breach** of the **Insured Organization**.

The following shall be added to **SECTION II**:

Home Network means the personal or home computer hardware, software, firmware, as well as associated input and output devices, networking equipment, or mobile device of an **Insured**, referenced in **SECTION II.V. 2-4**.

PERIOD OF RESTORATION (180 DAYS)

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:

1. interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
2. interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

PRIVATE INFORMATION (EXPANDED)

The definition of **Private Information** in **SECTION II.JJ** is replaced with the following:

JJ. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available.

SECURITY BREACH (ACCESS CODES)

The definition of **Security Breach** in **SECTION II.LL** is replaced with the following:

LL. Security Breach means a failure of computer security (including, but not limited to physical and technical controls, written policies, anti-virus software, firewalls, passwords and access codes) that results in:

1. unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**; or
2. distribution from or transmission into an **Insured's Computer System** of any unauthorized, corrupting, or harmful software code, or malware, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs.

SUBSIDIARY (ASSET THRESHOLD)

SECTION II.NN is replaced with the following:

NN. Subsidiary means:

1. an entity of which the **Named Insured** owns more than fifty percent (50%) of the outstanding voting securities ("Management Control") before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than ten percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

EXCLUSIONS

DIRECTORS & OFFICERS EXCLUSION REMOVED

The exclusion in **SECTION III.C** is deleted.

REGULATORY EXCLUSION (ADD REGULATORY CARVEBACK)

The final paragraph of **SECTION III.J** is replaced with the following:

Provided however, that this exclusion shall not apply to any otherwise covered **Claim** under:

1. Insuring Agreement B.1. for a **Privacy Event**;
2. the provision of **Breach Response Costs** pursuant to a **Breach Notice Law** covered under Insuring Agreement A.1 for a **Privacy Event**; or
3. Insuring Agreement B.2 for a **Privacy Event** with respect to a violation of Regulation S-P (the "Safeguards Rule").

CONDUCT EXCLUSION (FINAL- NON-APPEALABLE ADJUDICATION)

SECTION III.L.1 is replaced with the following:

Claim Expenses incurred in defending any **Claim** alleging the foregoing until such conduct is established by a final and non-appealable adjudication, judgment, binding arbitration decision, conviction, or written admission by the **Insured**, or the **Insured** agrees to accept criminal punishment for such conduct;

CONTRACT

SECTION III.D.2 is replaced with the following:

2. with respect to Insuring Agreement A.1, to **Breach Response Costs** for legal fees and computer expert fees to investigate a **Privacy Event** as required by: (a) a **Merchant Services Agreement**; (b) a contract regarding **Confidential Information**; or (c) a **Breach Notice Law**.

SECTION III.D.6 is replaced with the following:

6. with respect to a covered **Claim** under Insuring Agreement B.5; *provided however*, that this exception shall not apply to any **Claim** arising out of, or resulting from breach of any express warranty, guarantee or promise.

INSURED VS. INSURED EXCLUSION (BANKRUPTCY TRUSTEE & ADDITIONAL INSURED)

SECTION III.O is replaced with the following:

O. For, arising out of, or resulting from a **Claim** against an **Insured** by:

1. any other **Insured** or **Insureds** under this Insurance;
2. any organization in which an **Insured** has a material financial interest; or
3. any organization that has a material financial interest in the **Insured**;

provided however, that this exclusion shall not apply to: (i) an otherwise covered **Claim** under Insuring Agreement B.1 made by a current or former employee of the **Insured Organization**, (iii) a request for indemnity or contribution for a **Claim** made by a third party not insured under this Policy, (iii) a **Claim** brought by a bankruptcy trustee, or (iv) a **Claim** brought by an **Additional Insured**.

GRID & INFRASTRUCTURE FAILURE EXCLUSION

SECTION III.T is replaced with the following:

T. For, arising out of, or resulting from:

1. any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout, or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications, or other infrastructure, *unless* such infrastructure is under the direct operational control of the **Insured**;
2. any interruption, suspension, failure, or outage of any component of the internet that is not part of an **Insured's Computer System**, including without limitation any hardware or software infrastructure supporting the internet; or
3. any satellite failures;

TECHNOLOGY E&O COVER (ENHANCED)

The definition of **Technology Wrongful Act** in **SECTION II.PP** is replaced with the following:

PP. Technology Wrongful Act means:

1. any of the following in rendering or failure to render **Technology Services** or **Telecommunications Services**: (a) act, error, omission, negligent misrepresentation, unintentional breach of contract, or breach of duty; or (b) infringement of intellectual property rights (other than patent or trade secrets);
2. failure of **Technology Products** to perform the intended function or serve their intended purpose; or
3. failure of **Technology Services**, **Telecommunications Services**, or **Technology Products** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

The following definitions are added to **SECTION II**:

Technology Products means the following, but only if created, designed, manufactured, sold, or distributed by or on behalf an **Insured**:

1. computer hardware, including products, components and peripherals;
2. computer software, computer firmware and all related machine, and all related code; or

3. electronic, telecommunications and wireless equipment.

Technology Services means any of the following performed by or on behalf of an **Insured**:

1. computer, cloud computing, information technology and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), and network as a service (NaaS);
2. computer systems analysis and training;
3. computer programming and network design;
4. computer systems installation, management, repair, and maintenance; and
5. Internet service.

Telecommunications Services means any of the following performed by or on behalf of an **Insured**:

1. local, regional and long distance wired and wireless dial tone access and switched services, including directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. directory services, operator assistance, and 911 emergency services;
7. analysis, design, integration and conversion of telecommunication systems; and
8. voice-over Internet protocol ("VoIP") services, including related VoIP implementation services.

The following shall be added to **EXCLUSIONS - SECTION III.M.2**:

provided however, that this exclusion shall not apply with respect to **Claim** otherwise covered under Insuring Agreement I.B.5;

VOLUNTARY SHUTDOWN

The definition of **Business Interruption Event** in **SECTION II.D** is replaced with the following:

D. Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts an **Insured's Computer System**; and
2. the voluntary suspension or interruption of an **Insured's Computer System** in order to mitigate a **System Breach**;

for a period longer than the applicable **Waiting Period**.

The definition of **Contingent Business Interruption Event** in **SECTION II.J** is replaced with the following:

J. Contingent Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts a **Shared Computer System**; and
2. the voluntary suspension or interruption of a **Shared Computer System** in order to mitigate a **Security Breach** or **System Breach**;

for a period longer than the applicable **Waiting Period**.

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**, and (b) ending 180 days following:

1. the **Business Interruption Event**; or
2. the **Contingent Business Interruption Event**.

AGGREGATE RETENTION

The following shall be added to the end of **SECTION VII.B**:

Provided, however that once an Aggregate Retention amount equivalent to _____ times the amount of the highest retention referenced in Item 7.A, has been exhausted by the payment of any of the applicable retentions referenced above, there shall be no further retention required to be paid for any additional **Claims** made or **Incidents** that occur.

NOTICE OF CLAIM OR INCIDENT

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after any of the individuals of the **Named Insured** referenced in the SCHEDULE below first becomes aware of such **Claim** or **Incident**, but in no event later than: (i) the end of the **Policy Period**, or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last thirty (45) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last thirty (45) days of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

LAW ENFORCEMENT

An **Insured Organization** may receive a request from a law enforcement authority to keep information about an actual or possible **Incident** or **Claim** confidential ("Request"). Notice of such **Claim** or **Incident** shall be considered timely and the Insurer shall not deny coverage for such **Incident** or **Claim** for failure to provide notice or failure to cooperate if:

1. as soon as practicable after receipt of the Request, an officer or employee of the **Insured Organization** requests permission to share such information with the Insurer;
2. the **Insured Organization** only withholds from the Insurer that portion of the information that it has been instructed not to share with the Insurer; and
3. the **Insured Organization** provides full notice of such **Claim** or **Incident** to the Insurer as soon as legally permitted;

Notwithstanding the foregoing, there shall be no coverage for any **Incident** or **Claim**, if the information withheld from the Insurer in connection with the Request was: (i) known to the Insurer prior to the Continuity Date referenced in ITEM 9 of the Declarations, or if no Continuity Date is specified, then prior to the inception date of the first cyber policy issued by the Insurer to the **Named Insured** and continuously renewed by the Insurer until the inception of this Policy.

OTHER INSURANCE

SECTION VIII.D is replaced with the following:

Only with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy.

WAIVER OF SUBROGATION

The following shall be added to **SECTION VIII.A - SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.

**PREFERRED BREACH COACH/FORENSICS PROVIDER
(Retention Reduction)**



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

1. Solely with respect to **Breach Response Costs**, if the **Insured Organization** engages a provider on the Pre-Approved Panel:
 - i. the retention applicable to coverage for **Breach Response Costs** referenced in Section II.C.1.a, as set forth in ITEM 7.A.1 of the Declarations is amended to \$;
 - ii. the retention applicable to coverage for **Breach Response Costs** referenced in Section II.C.1.b, as set forth in ITEM 7.A.1 of the Declarations is amended to \$;
 - iii. the retention applicable to coverage for all other **Breach Response Costs** referenced in Section II.C.1.c-g, and II.C.2, shall be the retention referenced in ITEM 7.A.1 of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



ARC AMENDATORY ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

DEFINITIONS**ADDITIONAL INSURED COVERAGE**

The following shall be added to the definition of **Insured** in SECTION II.V:

Insured also means an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and

8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

DATA LOSS COSTS (REMOVAL OF “EXTERNAL”)

The definition of **Data Loss Costs** is amended by removing the term “external” therefrom.

FIRST PARTY PCI FORENSIC INVESTIGATOR COSTS

The following shall be added to the definition of **Breach Response Costs** in SECTION II.C:

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer’s consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

PRIVATE INFORMATION (Expanded)

The definition of **Private Information** in SECTION II.JJ is replaced with the following:

FF. Private Information means:

1. any information relating to a natural person that is defined as personal information under a **Breach Notice Law**;
2. any non-public personal information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to an individual's name plus a telephone number, email address, Social Security number, driver's license number, state identification number, biometric records, account numbers, account histories, browsing history, personally identifiable photos, passwords, or medical information; or
3. financial account information of an individual that would enable use of or access to that individual's financial accounts.

Private Information does not include any information that is publically available

SUBSIDIARY (Asset Threshold)

SECTION II.NN is replaced with the following:

Subsidiary means:

1. an entity of which the **Named Insured** owns more than fifty percent (50%) of the outstanding voting securities (“Management Control”) before the **Policy Period**; and
2. an entity which the **Named Insured** acquires Management Control during the **Policy Period** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

Unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** acquires Management Control during the **Policy Period**, where the acquired assets are more than ten percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy’s terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission first committed or incident or event first occurring after the entity is acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has Management Control over an entity.

NOTICE OF CLAIM OR INCIDENT

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** listed in the SCHEDULE below, must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after such **Claim** is made against the **Insured**, or such **Incident** is discovered by the **Insured**. In no event will such notice to the Insurer be later than: (i) the end of the **Policy Period**; or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last thirty (45) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last thirty (45) days of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

WAIVER OF SUBROGATION

The following shall be added to SECTION VIII.A - **SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.



WRONGFUL COLLECTION ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

1. The definition of **Privacy Event** in **Section II.II**, is replaced with the following:
 - II. **Privacy Event** means the actual or suspected theft, loss, unauthorized disclosure or negligent use or collection of, or unauthorized access to **Private Information** or **Confidential Information** in the **Insured's** care, custody, or control that is committed without the knowledge or acquiescence of any member of the **Management**.
2. **Section III.G** is replaced with the following:
 - G. For, arising out of, or resulting from the distribution of unsolicited email, text messages, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the **Insured Organization**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



DEFINITIONS AMENDED (Media Wrongful Act)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that Section II.BB is replaced with the following:

BB. Media Wrongful Act means any actual or alleged negligent act, error, omission, misstatement, misleading statement, breach of duty, or neglect, solely in the provision of **Media Communications** that results in actual or alleged:

1. torts for: (a) disparagement or harm to the reputation or character of a person or organization; (b) violation of an individual's privacy rights; or (c) invasion or interference with an individual's right of publicity;
2. plagiarism, piracy, and misappropriation of ideas;
3. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name; or
4. improper deep-linking or framing within electronic content;

Media Wrongful Act does not include any costs or expenses incurred by any **Insured** or others for the reprinting, reposting, recalling, repairing, withdrawing, replacing, upgrading, supplementing, removing or disposing of any of any media.

Media Communications means the display, broadcast, dissemination, releasing, webcasting or distribution of **Media Content** to the public by or on behalf of the **Insured**.

Media Content means any data, text, sounds, images, advertisements or graphics. **Media Content** shall not include computer software, computer hardware, software technology, or the actual goods, products or services described, illustrated or displayed in such **Media Content**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



CYBER CRIME ENDORSEMENT B

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Endorsement, it is hereby understood and agreed that:

SOCIAL ENGINEERING**DECLARATIONS**

The following is added to ITEM 7.A of the Declarations:

	Sublimit of Insurance	Retention
CC. Cyber Crime	\$	N/A
CC.1. Social Engineering	\$	\$
CC.2 Electronic Crime	\$	\$
CC.3 Utility Fraud	\$	\$
CC.4 Criminal Reward	\$	\$
CC.5 Invoice Manipulation	\$	\$
AD. Additional Cyber Crime Sublimit (Financial Kill Chain Hotline)	\$	

INSURING AGREEMENTS

The following is added to **SECTION I.A – FIRST PARTY COVERAGE**:

CC. Cyber Crime

- Social Engineering** **Social Engineering Loss** incurred by the **Insured** resulting from a **Social Engineering Fraud** that first occurs on or after the **Retroactive Date**, provided that such **Social Engineering Fraud** must be first discovered by the **Insured** during the **Policy Period**;
- Electronic Crime** **Electronic Crime Loss** incurred by an **Insured** resulting from a **Security Breach**; provided that such **Electronic Crime** first occurs on or after the **Retroactive Date** and is first discovered by the **Insured** during the **Policy Period**;
- Utility Fraud** **Utility Fraud Loss** incurred by an **Insured** resulting from a **Utility Fraud**; provided that such **Utility Fraud** first occurs on or after the

Retroactive Date and is first discovered by the **Insured** during the **Policy Period**;

4. **Criminal Reward** **Criminal Reward Funds** paid by the **Insured Organization** but only for illegal acts that first occurred on or after the **Retroactive Date** and are first discovered by the **Insured** during the **Policy Period**;
5. **Invoice Manipulation** **Invoice Manipulation Loss** incurred by the **Insured Organization** resulting from **Invoice Manipulation**; provided that such **Invoice Manipulation** first occurs on or after the **Retroactive Date** and is first discovered by the **Insured** during the **Policy Period**;

and such **Social Engineering Fraud, Electronic Crime, Utility Fraud**, illegal act(s) and **Invoice Manipulation**, respectively, is reported in writing to the Insurer through the contacts listed in ITEM 5 of the Declarations and pursuant to Section IV.A of the Policy.

AD. ADDITIONAL CYBER CRIME SUBLIMIT:

The Additional Cyber Crime Sublimit stated in ITEM 7.A shall apply to all **Social Engineering Loss, Electronic Crime Loss**, and **Invoice Manipulation Loss**, combined, as referenced above in **Insuring Agreements CC.1, CC.2 and CC.5**, and where the **Named Insured** has met the following conditions:

1. the **Insured** notifies the bank that it has received fraudulent instructions transmitted by electronic means to transfer, pay, or deliver money or securities from an account of the **Insured Organization** within 48 hours of the occurrence of a **Social Engineering Loss, Electronic Crime Loss, or Invoice Manipulation Fraud**; and
2. the **Insured** notifies a local FBI office or calls the National Cyber Investigative Joint Task Force CyWatch 24/7 Command Center at (855) 292-3937 within 48 hours of the occurrence of the **Social Engineering Loss, Electronic Crime Loss, or Invoice Manipulation Fraud**.

The Additional Crime Sublimit shall be in addition to the Cyber Crime Sublimit of Insurance, but shall be part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations, and shall be paid after the respective Sublimit of Insurance applicable to such **Social Engineering Loss, Electronic Crime Loss, or Invoice Manipulation Loss** has been exhausted.

DEFINITIONS

Solely for purposes of coverage under Insuring Agreement CC.2 above, all references to **Shared Computer System** in the definition of **Security Breach** in SECTION II.LL shall be deleted.

The following shall be added to the definition of **Incident** in **SECTION II.U**:

With respect to coverage under Insuring Agreements CC.1-CCA.6, respectively, **Incident** also means any **Social Engineering Fraud, Electronic Crime, Utility Fraud**, the establishment of a **Criminal Reward Fund**, and **Invoice Manipulation**.

The following shall be added to the definition of **Loss** in **SECTION II.Y**:

With respect to coverage under Insuring Agreements CC.1-CC.6, **Loss** also means **Social Engineering Loss, Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Funds, and Invoice Manipulation Loss**, respectively.

The following definitions are added to **SECTION II**:

Criminal Reward Funds means any amount paid by the **Insured Organization**, with the Insurer's prior consent, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy, provided that **Criminal Rewards Funds** shall not include any amount paid by the **Insured Organization**:

1. based upon information provided by the **Insured Organization's** auditors or any individual hired or retained to investigate the illegal acts;
2. six (6) months after the end of the **Policy Period**.

Cryptojacking means the unauthorized use of or access to an **Insured's Computer System** by a third party to mine cryptocurrency or any other digital or electronic currency.

Electronic Crime means a fraudulent instruction transmitted by electronic means (including by fraudulent manipulation of electronic documentation), by a third party, resulting in a theft, transfer, loss, or erasure of money (including, any form of cryptocurrency or other form of digital or electronic currency), securities, goods, or services of an **Insured**.

Electronic Crime Loss means any direct financial loss directly resulting from an **Electronic Crime**. **Electronic Crime Loss** does not include:

1. an **Insured's** profit or mark-up with respect to any stolen, transferred, lost, or erased goods or services;
2. any legal costs or expenses; or
3. any costs proving, investigating, or establishing an **Electronic Crime**.

Invoice Manipulation means the intentional use of the **Insured's Computer System** to mislead or deceive the **Insured Organization's** client or vendor, and which results in such client or vendor transferring, paying, or delivering money (including, any form of cryptocurrency or other form of digital or electronic currency) or **Other Property** intended for the **Insured Organization** to another person or entity.

Invoice Manipulation Loss means the direct financial loss (including, any form of cryptocurrency or other form of digital or electronic currency) or **Other Property** which the **Insured Organization** is unable to collect as a result of **Invoice Manipulation Invoice**.

Invoice Manipulation Loss does not include:

1. an **Insured's** profit or mark-up with respect to any stolen, transferred, lost, or erased goods or services;
2. any legal costs or expenses; or
3. any costs proving, investigating, or establishing an **Invoice Manipulation**.

Other Property means any tangible property that has intrinsic value. **Other Property** does not include money (or any form of cryptocurrency or other form of digital or electronic currency), software, electronic data, or any intangible property.

Social Engineering Fraud means a fraudulent instruction transmitted by electronic means, including through social engineering, to an **Insured** directing such **Insured** to transfer, pay, or deliver money (including, any form of cryptocurrency or any other digital or electronic currency) or securities from an account of the **Insured**;

Social Engineering Loss means any direct financial loss directly resulting from **Social Engineering Fraud**. **Social Engineering Loss** does not include:

1. any legal costs or expenses; or
2. any costs proving, investigating, or establishing a **Social Engineering Fraud**.

Telephone Fraud means the fraudulent use or fraudulent manipulation of an account code or system password required to gain access into an **Insured's** voice computer system which results in long distance telephone charges incurred by the **Insured Organization**.

Utility Fraud means the unauthorized use of or unauthorized access to an **Insured's Computer System** by a third party, including **Cryptojacking** or a **Telephone Fraud**.

Utility Fraud Loss means a means an increase in expenses incurred by the **Insured Organization** resulting from the unauthorized use of any of the following services or resources:

1. electricity, natural gas, or oil;
2. water or sewage;
3. Internet;
4. telephone; or
5. cable or satellite television;

provided such expenses: (i) are charged to the **Insured Organization** in a billing statement by the provider of such service or resource pursuant to a contract or agreement between the **Insured Organization** and the provider that was executed before the **Utility Fraud** first occurred; and (ii) are not charged at a flat fee that does not scale with the rate of use of such service or resource.

EXCLUSIONS

With respect to coverage under Insuring Agreements CC.1-CC.6, **SECTION III.R** is replaced with the following:

R. For, arising out of, or resulting from:

1. the monetary value of any transaction or change in value of any account attributable to any trading losses, or trading liabilities;
2. losses, liabilities, or lost opportunities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal funds, currencies, foreign exchange, and the like;
3. the loss, transfer, or theft of monies, or securities of others in the care, custody, or control of the **Insured**; provided, that this exclusion shall not apply to the extent of coverage provided under Insuring Agreements CC.1-CC.6 referenced above;
4. the failure to perform, in whole or in part, under any contract; provided, that this exclusion shall not apply to the extent of coverage provided under Insuring Agreement CC referenced above;

The following exclusions are added to **SECTION III**:

With respect to coverage under Insuring Agreement CC.1:

for, arising out of, or resulting from any actual or alleged:

1. accounting or arithmetical errors or omissions;
2. use of credit or debit cards; or
3. liability to any third party, or any indirect or consequential loss of any kind.

LIMITS OF INSURANCE

The following shall be added to **SECTION VII.A.1**:

The Sublimit of Insurance stated in ITEM 7.A.CC.1 of the Declarations is the aggregate sublimit of insurance for all **Social Engineering Loss** under Insuring Agreement 1.A.CC.1, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.CC of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.CC.2 of the Declarations is the aggregate sublimit of insurance for all **Electronic Crime Loss** under Insuring Agreement 1.A.CC.2, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.CC of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.CC.3 of the Declarations is the aggregate sublimit of insurance for all **Utility Fraud Loss** under Insuring Agreement 1.A.CC.3, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.CC of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.CC.4 is the aggregate sublimit of insurance for all **Criminal Reward Funds** under Insuring Agreement 1.A.CC.4, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.CC of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.CC.5 is the aggregate sublimit of insurance for all **Invoice Manipulation Loss** under Insuring Agreement 1.A.CC.5, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.CC of the Declarations.

RETENTION

The following shall be added to **SECTION VII.B.1**:

The Retentions set forth in Item 7.A of the Declarations above, shall be satisfied by monetary payments by the **Named Insured** of **Social Engineering Loss, Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Funds, and Invoice Manipulation Loss**.

OTHER INSURANCE

Solely for purposes of coverage under Insuring Agreement, the following shall be added to **SECTION VIII.D**:

If any **Social Engineering Loss, Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Funds, or Invoice Manipulation Loss** is covered under this Policy is insured under any other valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of such other valid and collectible insurance available to any **Insured** provided that, the Insurer shall consider any payment under such other insurance as **Loss** solely for purposes of exhaustion under this Policy of the applicable retention referenced in Item 7.A of the Declarations above, to the extent of such payment.

CONDITION APPLICABLE TO COVERAGE

In order for coverage under Insuring Agreements CC.1-CC.5 to apply, the **Insured** must inform, or allow the Insurer to inform, the appropriate law enforcement authorities if the **Insured** or Insurer has reason to believe that a **Social Engineering Fraud, Electronic Crime, Utility Fraud or Invoice Manipulation** involves a violation of a law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



CYBER CRIME ENDORSEMENT III

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Endorsement, it is hereby understood and agreed that:

SOCIAL ENGINEERING**DECLARATIONS**

The following is added to ITEM 7.A of the Declarations:

	Sublimit of Liability	Retention
CC. Cyber Crime	\$	N/A
CC.1. Social Engineering	\$	\$
CC.2 Electronic Crime	\$	\$
CC.3 Utility Fraud	\$	\$
CC.4 Criminal Reward	\$	\$
CC.5 Invoice Manipulation	\$	\$
AD. Additional Cyber Crime Sublimit (Financial Kill Chain Hotline)	\$	

INSURING AGREEMENTS

The following is added to **SECTION I.A – FIRST PARTY COVERAGE**:

CC. Cyber Crime

- Social Engineering** **Social Engineering Loss** incurred by the **Insured** resulting from a **Social Engineering Fraud** that first occurs on or after the **Retroactive Date**, provided that such **Social Engineering Fraud** must be first discovered by the **Insured** during the **Policy Period**;
- Electronic Crime** **Electronic Crime Loss** incurred by an **Insured** resulting from a **Security Breach**; provided that such **Electronic Crime** first occurs on or after the **Retroactive Date** and is first discovered by the **Insured** during the **Policy Period**;
- Utility Fraud** **Utility Fraud Loss** incurred by an **Insured** resulting from a **Utility Fraud**; provided that such **Utility Fraud** first occurs on or after the

Retroactive Date and is first discovered by the **Insured** during the **Policy Period**;

4. **Criminal Reward** **Criminal Reward Funds** paid by the **Insured Organization** but only for illegal acts that first occurred on or after the **Retroactive Date** and are first discovered by the **Insured** during the **Policy Period**;
5. **Invoice Manipulation** **Invoice Manipulation Loss** incurred by the **Insured Organization** resulting from **Invoice Manipulation**; provided that such **Invoice Manipulation** first occurs on or after the **Retroactive Date** and is first discovered by the **Insured** during the **Policy Period**;

And such **Social Engineering Fraud**, **Electronic Crime**, **Utility Fraud**, illegal act(s) and **Invoice Manipulation**, respectively, is reported in writing to the Insurer through the contacts listed in ITEM 5 of the Declarations and pursuant to Section IV.A of the Policy.

AD. ADDITIONAL CYBER CRIME SUBLIMIT:

The Additional Cyber Crime Sublimit stated in ITEM 7.A shall apply to all **Social Engineering Loss**, **Electronic Crime Loss**, and **Invoice Manipulation Loss**, combined, as referenced above in **Insuring Agreements CC.1, CC.2 and CC.5**, and where the **Named Insured** has met the following conditions:

1. the **Insured** notifies the bank that it has received fraudulent instructions transmitted by electronic means to transfer, pay, or deliver money or securities from an account of the **Insured Organization** within 48 hours of the occurrence of a **Social Engineering Loss**, **Electronic Crime Loss**, or **Invoice Manipulation Fraud**; and
2. the **Insured** notifies a local FBI office or calls the National Cyber Investigative Joint Task Force CyWatch 24/7 Command Center at (855) 292-3937 within 48 hours of the occurrence of the **Social Engineering Loss**, **Electronic Crime Loss**, or **Invoice Manipulation Fraud**.

The Additional Crime Sublimit shall be in addition to the Cyber Crime Sublimit of Liability, shall be part of, and not in addition to, the Policy Aggregate Limit of Insurance, and shall be paid after the respective Sublimit of Insurance applicable to such **Social Engineering Loss**, **Electronic Crime Loss**, or **Invoice Manipulation Loss** has been exhausted.

DEFINITIONS

Solely for purposes of coverage under Insuring Agreement CC.2 above, all references to **Shared Computer System** in the definition of **Security Breach** in SECTION II.LL shall be deleted.

The following shall be added to the definition of **Incident** in **SECTION II.U**:

With respect to coverage under Insuring Agreements CC.1-CCA.6, respectively, **Incident** also means any **Social Engineering Fraud**, **Electronic Crime**, **Utility Fraud**, the establishment of a **Criminal Reward Fund**, and **Invoice Manipulation**.

The following shall be added to the definition of **Loss** in **SECTION II.Y**:

With respect to coverage under Insuring Agreements CC.1-CC.6, **Loss** also means **Social Engineering Loss**, **Electronic Crime Loss**, **Utility Fraud Loss**, **Criminal Reward Funds**, and **Invoice Manipulation Loss**, respectively.

The following definitions are added to **SECTION II**:

Criminal Reward Funds means any amount paid by the **Insured Organization**, with the Insurer's prior consent, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy, provided that **Criminal Rewards Funds** shall not include any amount paid by the **Insured Organization**:

1. based upon information provided by the **Insured Organization's** auditors or any individual hired or retained to investigate the illegal acts;
2. six (6) months after the end of the **Policy Period**.

Cryptojacking means the unauthorized use of or access to an **Insured's Computer System** by a third party to mine cryptocurrency or any other digital or electronic currency.

Electronic Crime means a fraudulent instruction transmitted by electronic means (including by fraudulent manipulation of electronic documentation), by a third party, resulting in a theft, transfer, loss, or erasure of money (including, any form of cryptocurrency or other form of digital or electronic currency), securities, goods, or services of an **Insured**.

Electronic Crime Loss means any direct financial loss directly resulting from an **Electronic Crime**. **Electronic Crime Loss** does not include:

1. an **Insured's** profit or mark-up with respect to any stolen, transferred, lost, or erased goods or services;
2. any legal costs or expenses; or
3. any costs proving, investigating, or establishing an **Electronic Crime**.

Invoice Manipulation means the intentional use of the **Insured's Computer System** to mislead or deceive the **Insured Organization's** client or vendor, and which results in such client or vendor transferring, paying, or delivering money (including, any form of cryptocurrency or other form of digital or electronic currency) or **Other Property** intended for the **Insured Organization** to another person or entity.

Invoice Manipulation Loss means the direct financial loss (including, any form of cryptocurrency or other form of digital or electronic currency) or **Other Property** which the **Insured Organization** is unable to collect as a result of **Invoice Manipulation Invoice**.

Invoice Manipulation Loss does not include:

1. an **Insured's** profit or mark-up with respect to any stolen, transferred, lost, or erased goods or services;
2. any legal costs or expenses; or
3. any costs proving, investigating, or establishing an **Invoice Manipulation**.

Other Property means any tangible property that has intrinsic value. **Other Property** does not include money (or any form of cryptocurrency or other form of digital or electronic currency), software, electronic data, or any intangible property.

Social Engineering Fraud means a fraudulent instruction transmitted by electronic means, including through social engineering, to an **Insured** directing such **Insured** to transfer, pay, or deliver money (including, any form of cryptocurrency or any other digital or electronic currency) or securities from an account of the **Insured**;

Social Engineering Loss means any direct financial loss directly resulting from **Social Engineering Fraud**. **Social Engineering Loss** does not include:

1. any legal costs or expenses; or
2. any costs proving, investigating, or establishing a **Social Engineering Fraud**.

Telephone Fraud means the fraudulent use or fraudulent manipulation of an account code or system password required to gain access into an **Insured's** voice computer system which results in long distance telephone charges incurred by the **Insured Organization**.

Utility Fraud means the unauthorized use of or unauthorized access to an **Insured's Computer System** by a third party, including **Cryptojacking** or a **Telephone Fraud**.

Utility Fraud Loss means a means an increase in expenses incurred by the **Insured Organization** resulting from the unauthorized use of any of the following services or resources:

1. electricity, natural gas, or oil;
2. water or sewage;
3. Internet;
4. telephone; or
5. cable or satellite television;

provided such expenses: (i) are charged to the **Insured Organization** in a billing statement by the provider of such service or resource pursuant to a contract or agreement between the **Insured Organization** and the provider that was executed before the **Utility Fraud** first occurred; and (ii) are not charged at a flat fee that does not scale with the rate of use of such service or resource.

EXCLUSIONS

With respect to coverage under Insuring Agreements CC.1-CC.6, **SECTION III.R** is replaced with the following:

R. For, arising out of, or resulting from:

1. the monetary value of any transaction or change in value of any account attributable to any trading losses, or trading liabilities;
2. losses, liabilities, or lost opportunities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal funds, currencies, foreign exchange, and the like;
3. the loss, transfer, or theft of monies, or securities of others in the care, custody, or control of the **Insured**; provided, that this exclusion shall not apply to the extent of coverage provided under Insuring Agreements CC.1-CC.6 referenced above;
4. the failure to perform, in whole or in part, under any contract; provided, that this exclusion shall not apply to the extent of coverage provided under Insuring Agreement CC referenced above;

The following exclusions are added to **SECTION III**:

With respect to coverage under Insuring Agreement CC.1:

for, arising out of, or resulting from any actual or alleged:

1. accounting or arithmetical errors or omissions;
2. use of credit or debit cards; or
3. liability to any third party, or any indirect or consequential loss of any kind.

LIMITS OF INSURANCE

The following shall be added to **SECTION VII.A.1**:

The Sublimits of Insurance for **Social Engineering Loss Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Fund**, and **Invoice Manipulation Loss** referenced in ITEM 7 of the Declarations above, shall be part of, and not in addition to, the Sublimit of Insurance for Cyber Crime referenced in ITEM 7.A of the Declarations above, which shall be part of and not in addition to, the Policy Aggregate Limit of Insurance, as set forth in ITEM 2 of the Declarations.

RETENTION

The following shall be added to **SECTION VII.B.1**:

The Retentions set forth in Item 7.A of the Declarations above, shall be satisfied by monetary payments by the **Named Insured** of **Social Engineering Loss, Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Funds**, and **Invoice Manipulation Loss**.

OTHER INSURANCE

Solely for purposes of coverage under the Cyber Crime Insuring Agreement, the following shall be added to **SECTION VIII.D**:

If any **Social Engineering Loss, Electronic Crime Loss, Utility Fraud Loss, Criminal Reward Funds**, or **Invoice Manipulation Loss** is covered under this Policy is insured under (i) the following policy of insurance (the "Other Policy"):

Policy Name

Carrier

Policy No.

--	--	--

or (ii) any other valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of the Other Policy or such other valid and collectible insurance available to any **Insured** provided that, the Insurer shall consider any payment under such other insurance as **Loss** solely for purposes of exhaustion under this Policy of the applicable retention referenced in Item 7.A of the Declarations above, to the extent of such payment.

CONDITION APPLICABLE TO COVERAGE

In order for coverage under Insuring Agreements CC.1-CC.5 to apply, the **Insured** must inform, or allow the Insurer to inform, the appropriate law enforcement authorities if the **Insured** or Insurer has reason to believe that a **Social Engineering Fraud, Electronic Crime, Utility Fraud** or **Invoice Manipulation** involves a violation of a law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



BRICKING ENDORSEMENT (Sublimit)

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

- ITEM 7.A.3 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention	
3. Data Loss Costs	\$	\$	
a. Hardware Replacement Costs	\$	\$	

- The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Data Loss Costs means reasonable and necessary external fees and costs:

- (i) for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of any **Data Asset**;
- (ii) **Hardware Replacement Costs**

Data Loss Costs do not include:

1. Fees or costs to improve the **Data Asset** or **Insured's Computer System** to a level beyond that which existed prior to the **Data Loss Event**;
 2. Fees or costs for legal services of any type;
 3. Loss arising out of any liability to third parties; or
 4. **Business Interruption Loss** or **Contingent Business Interruption Loss**;
- Hardware Replacement Costs** means reasonable and necessary external fees and costs to replace any component of an **Insured's Computer System** that is no longer functional.
 - The following is added directly following **SECTION III.A**
This exclusion shall not apply to an **Insured's Computer System**.
 - The Sublimit of Insurance for **Hardware Replacement Costs** referenced in ITEM 7.A.3.a, above, is the aggregate Sublimit of Insurance payable under Insuring Agreement I.A.3 for all **Hardware Replacement Costs** and shall be part of and not in addition to, the Sublimit of Liability for **Data Loss Costs** referenced in ITEM 7.A.3 above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

HARDWARE AND SOFTWARE BETTERMENT ENDORSEMENT

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

DATA ASSET UPGRADE COSTS

The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Q. Data Loss Costs means reasonable and necessary external fees and costs:

1. for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of the **Data Asset** or an **Insured's Computer System**, to a level that existed immediately prior to the **Data Loss Event**; or
2. for a reasonable upgrade of the **Data Asset** or an **Insured's Computer System**, as recommended by:
 - i. a Pre-Approved Panel Provider; or
 - ii. a qualified provider not on the Pre-Approved Panel, provided that the cost for such upgrade shall not exceed an additional % to the cost that would have been incurred to restore, replace, re-assemble or re-collect the **Data Asset** or an **Insured's Computer System** as referenced to a level that existed prior to the **Data Loss Event**. Provided however, that such amount shall be in addition to the Sublimit of Insurance set forth in ITEM 7.A.3 of the Declarations, but part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations.

Data Loss Costs do not include:

1. fees or costs for legal services of any type;
2. loss arising out of any liability to third parties; or
3. **Business Interruption Loss** or **Contingent Business Interruption Loss**.

EXCLUSIONS

SECTION III.A is replaced with the following:

A. for, arising out of, or resulting from:

1. physical injury, sickness, disease, or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease, or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof;

provided however: (i) electronic data shall not be considered tangible property for purposes of this exclusion and (ii) this exclusion shall not apply to an **Insured's Computer System**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.

BETTERMENT ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DATA ASSET UPGRADE COSTS

The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Data Loss Costs means reasonable and necessary external fees and costs:

1. for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of, the **Data Asset**, to a level that existed immediately prior to the **Data Loss Event**; or
2. for a reasonable upgrade of the **Data Asset** as recommended by:
 - i. a Pre-Approved Panel Provider; or
 - ii. a qualified provider not on the Pre-Approved Panel, provided that the cost for such upgrade shall not exceed an additional % to the cost that would have been incurred to restore, replace, re-assemble or re-collect the **Data Asset** as referenced to a level that existed prior to the **Data Loss Event**. Provided however, that such amount shall be in addition to the Sublimit of Insurance set forth in ITEM 7.A.3 of the Declarations, but part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations.

Data Loss Costs do not include:

1. fees or costs for legal services of any type;
2. loss arising out of any liability to third parties; or
3. **Business Interruption Loss** or **Contingent Business Interruption Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



**BETTERMENT ENDORSEMENT
(% Cap)**

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DATA ASSET UPGRADE COSTS

The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Data Loss Costs means reasonable and necessary external fees and costs:

1. for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of, the **Data Asset**, to a level that existed immediately prior to the **Data Loss Event**; or
2. for a reasonable upgrade of the **Data Asset** as recommended by:
 - i. a Pre-Approved Panel Provider, provided that the cost for such upgrade shall not exceed an additional %; or
 - ii. a qualified provider not on the Pre-Approved Panel, provided that the cost for such upgrade shall not exceed an additional %;

to the cost that would have been incurred to restore, replace, re-assemble or re-collect the **Data Asset** as referenced to a level that existed prior to the **Data Loss Event**. Provided however, that the amounts set forth in i. and ii., above, shall be in addition to the Sublimit of Insurance set forth in ITEM 7.A.3 of the Declarations, but part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations.

Data Loss Costs do not include:

1. fees or costs for legal services of any type;
2. loss arising out of any liability to third parties; or
3. **Business Interruption Loss** or **Contingent Business Interruption Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.



DEFINITIONS AMENDED
(Insured Person – Include Independent Contractors)

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following shall be added to the definition of **Insured** in **Section II.V**:

Insured also means an **Independent Contractor**.

Independent Contractor means any natural person:

- i. who is not an employee and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.



**DEFINITIONS AMENDED
(Technology Wrongful Act)**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

This endorsement modifies insurance provided under the following Policy:

The definition of **Technology Wrongful Act** in **Section II.PP** is replaced with the following:

Technology Wrongful Act means:

- i. any negligent act, error, omission, or misrepresentation, or unintentional breach of contract in the **Insured's** rendering or failure to render computer and electronic technology services, including training and education, that the **Insured** has agreed to perform for others in exchange for a fee.
- ii. any failure of any **Computer System** or any part thereof, to perform its intended function and/or purpose, including any **Computer System**, or any part thereof, that is created, designed, manufactured, installed, repaired, sold, leased or licensed by or on behalf of an **Insured**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.



CO-DEFENDANT ADDITIONAL INSURED

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The definition of **Insured** in **SECTION II.V.** is amended to include the following:

Insured also means any **Vicarious Party**.

Vicarious Party means [REDACTED] and any of its past, present or future directors, officers, management committee members, members of the Board of Manager, natural person general partners and employees, in their capacity as such, but only:

1. for **Wrongful Acts** committed or allegedly committed by an **Insured**, other than a **Vicarious Party**; and
2. for **Claims** made against such **Vicarious Party** but only for so long as such **Claim** is also brought and maintained concurrently against an **Insured** other than the **Vicarious Party**.

This Policy will not provide any coverage for **Claims** based upon or arising out of any **Wrongful Act** of any **Vicarious Party**, in their capacity as such.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.

**NOTICE OF CLAIM OR INCIDENT AMENDED
(90 Days)**



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

Section IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** listed in the SCHEDULE below, must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations, as soon as is practicable after such **Claim** is made against the **Insured**, or such **Incident** is discovered by the **Insured**, but in no event later than 90 days after the end of the **Policy Period**.

SCHEDULE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

NOTICE ENDORSEMENT (SCHEDULE/90 DAYS)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

NOTICE OF CLAIM OR INCIDENT

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after any of the individuals of the **Named Insured** referenced in the SCHEDULE below first becomes aware of such **Claim** or **Incident**, but in no event later than: (i) the end of the **Policy Period**, or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last thirty (45) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last thirty (45) days of the **Policy Period**.

SCHEDULE

Risk Manager
 Chief Information Officer
 Chief Executive Officer
 Chief Financial Officer
 General Counsel

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



EXCLUSIONS AMENDED (Conduct Exclusion – Final Adjudication)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The exclusion in **Section III.L** is replaced with the following:

- L. For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by or in collusion with an **Insured**; *provided however that* this exclusion shall not apply to:
 1. **Claim Expenses** incurred in defending any **Claim** alleging the foregoing until such conduct is established by a final, non-appealable adjudication, judgment, binding arbitration decision, conviction, or written admission by the **Insured**, or the **Insured** agrees to accept criminal punishment for such conduct;
 2. **Loss** incurred on behalf of any other individual **Insured** that did not personally commit, participate in, or know about any act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing; or
 3. **Loss** incurred on behalf of the **Insured Organization** if no act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing was known to any present or former member of the **Management** at the time of or prior to its commission or occurrence.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



BREACH RESPONSE COSTS OUTSIDE OF THE LIMIT ENDORSEMENT (Notification Costs/Legal Forensic Costs)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

It is hereby understood and agreed that solely with respect to coverage provided by this endorsement:

DECLARATIONS

1. The following is added to ITEM 7.A of the Declarations:

6. **Notifications Outside of the Limit**

- | | |
|---|---------------------------------------|
| A. Notified Affected Individuals Limit of Coverage: | Notified Individuals in the Aggregate |
| B. Threshold of Affected Individuals | Notified Individuals |

7. **Legal/Forensics/PR Costs Outside of the Limit**

- | | |
|-----------------------|----|
| A. Limit of Insurance | \$ |
| B. Retention | \$ |

INSURING AGREEMENTS

The following shall be added to **SECTION I.A FIRST PARTY COVERAGE**:

6. **Notifications Costs**

Notification Costs incurred by the **Insured Organization** to notify the number of Notified Individuals listed in ITEM 7.A.6.A affected by a **Privacy Event** or **System Breach** that exceeds the number of individuals threshold set forth in ITEM 7.A.6.B of the Declarations and first occurs on or after the **Retroactive Date**.

7. **Legal/Forensic Costs**

Legal/Forensic/PR Costs incurred by the **Insured Organization** due to an actual or reasonably suspected **Privacy Event** or **System Breach** that first occurs on or after the **Retroactive Date** subject to the Sublimit of Insurance referenced as set forth in ITEM 7.A.7, above.

With respect to Insuring Agreement I.A.6 above, **Notification Costs** shall only be provided for the number of Notified Individuals referenced in Item 6.A above and such **Notification Costs** shall be in addition to, and not part of the Policy Aggregate Limit of Insurance, as set forth in ITEM 2 of the Declarations. Once such number of Notified Individuals has been reached, any additional **Notification Costs** that would otherwise qualify as **Breach Response Costs**, with respect to any additional Notified Individuals, shall thereafter be subject to coverage pursuant to Insuring Agreement A.1.

With respect to Insuring Agreement I.A.7 above, the **Legal/Forensic/PR Costs** Sublimit of Insurance shall be provided in addition to, and not part of the Policy Aggregate Limit of Insurance, as set forth in ITEM 2 of the Declarations. Once the Sublimit referenced in ITEM 7.A.7.A above, has been exhausted, any additional **Legal/Forensic/PR Costs** that would otherwise qualify as **Breach Response Costs**, shall thereafter be subject to coverage otherwise provided pursuant to Insuring Agreement A.1.

The last paragraph in **SECTION I.A** shall be replaced with the following:

Any **Incident** under Insuring Agreements A.1-A.7, must be discovered by the **Insured** during the **Policy Period** and be reported in writing to the Insurer through contacts listed in ITEM 5 of the Declarations as soon as is practicable during the **Policy Period**, or as permitted by Section IV.A.

SECTION II-DEFINITIONS

The following shall be added to the definition of **Loss** in **SECTION III.Y**:

Solely with respect to coverage provided by **SECTION I.A.6**, **Loss** shall include **Notification Costs**. Solely with respect to coverage provided by **SECTION I.A.7**, **Loss** shall include **Legal/Forensic/PR Costs**.

The following definition is added to **SECTION II-DEFINITIONS**

Legal/Forensic/PR Costs means reasonable and necessary external fees and costs incurred with the Insurer's consent which are charged by a provider on the Pre-Approved Panel to:

- a. provide the **Insured** with legal advice in responding to a **Privacy Event** or **System Breach**, including any duties or obligations under applicable **Breach Notice Laws** or contracts;
- b. perform computer forensics to contain an electronic **Privacy Event** or **System Breach** and to investigate its cause and scope; and
- c. provide public relations or crisis management consultancy services within one year of the public announcement of a **Privacy Event** or **System Breach** for the purpose of mitigating harm to the **Insured's** reputation.

Legal/Forensic/PR Costs do not include the **Insured's** internal or overhead expenses, salaries, or wages.

Notifications Costs means reasonable and necessary external fees and costs incurred with the Insurer's consent which are charged by a provider on the Pre-Approved Panel to:

- a. to provide notification by first class mail or email to: (a) affected individuals who are required to be notified under applicable **Breach Notice Laws**; and (b) in the Insurer's discretion, to affected individuals who are not required to be notified under a **Breach Notice Law**;
- b. to operate a call center for notified individuals to call and request information regarding the **Privacy Event**; and
- c. to provide notified individuals with one year (or more, if required by law) of free identity theft protection, insurance, and/or monitoring services;

Notifications Costs do not include the **Insured's** internal or overhead expenses, salaries, or wages.

With respect to **Notifications Costs** and **Legal/Forensic/PR Costs** the Pre-Approved Panel is the list of vendors identified in the Pre-Approved Panel enclosure with this Policy.

LIMITS OF INSURANCE AND RETENTION

1. Section VII.A.1 is replaced with the following:

The Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations shall be the Insurer's maximum aggregate limit of insurance for all **Loss** payable under this Policy, except as provided

below. **Notifications Costs** and **Legal/Forensic/PR Costs** referenced herein shall apply and be provided regardless of the number of **Privacy Events** or **System Breaches**.

- A. The Notified Affected Individuals Limit stated in ITEM 6.A of the Declarations is the maximum total number of individuals to whom **Notifications Costs** will be applicable for coverage under Insuring Agreement I.A.6 regardless of the number of **Privacy Events** or **System Breaches**.
- B. The **Legal/Forensic/PR Costs** Sublimit referenced in ITEM 7.A.7.A above, is the aggregate limit for **Legal/Forensic/PR Costs** applicable for coverage under Insuring Agreement I.A.7.

2. The following is added to SECTION VII.B:

Notifications Costs will be provided under Insuring Agreement I.A.6 for each and every **Privacy Event** or **System Breach** only if the number of individuals affected by such **Privacy Event** or **System Breach** exceeds the Threshold of Affected Individuals number set forth in ITEM 7.A.6.B of the Declarations.

The applicable retention for **Legal/Forensic/PR Costs** provided under Insuring Agreement I.A.7, shall be the amount set forth in ITEM 7.A.7.B above, and shall apply separately to each **Incident**. The Retention shall be satisfied by monetary payment of **Legal/Forensic/PR Costs**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.



EVEREST

PARENT COMPANY EXCLUSION

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

It is hereby understood and agreed that:

The Insurer shall not be liable for **Loss** on account of any:

A **Claim** brought or maintained by or on behalf of:

- (1) a **Parent Company**;
- (2) any past, present or future director, officer or employee of a **Parent Company**, in their capacity as such;

B. **Claim** based upon, arising out of, or in connection with any **Incident** originating at the **Parent Company's** network

C. **Incident** originating at the **Parent Company's** network.

Parent Company means any entity that owns or controls, directly or indirectly, the **Named Insured** or the present right to elect or appoint a majority of the directors or equivalent position of the **Named Insured**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative


EVEREST

DEFINITIONS AMENDED
(Claim - Demand Toll, Mediation or Arbitration)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The definition of **Claim** in **Section II.F** is replaced with the following:

Claim means:

1. a third party demand for money or services against an **Insured** or the assertion of liability against an **Insured**;
2. with respect to coverage provided under Insuring Agreement B.2, a request for information made to an **Insured** by a government regulator in its regulatory or official capacity;
3. a demand that the **Insured** toll or waive a statute of limitations or a demand or request for arbitration, mediation or other alternative dispute resolution;

Multiple **Claims** arising from the same, continuing, or series of related or repeated acts, errors, omissions, or **Security Breaches** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



REPUTATIONAL HARM COVER

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DECLARATIONS

The following is added to ITEM 7.A of the Declarations:

Insuring Agreement	Sublimit of Insurance	Rep Harm Waiting Period	Retention	Period of Indemnity
Reputational Harm	\$		\$	Days

INSURING AGREEMENTS

The following Insuring Agreement is added to **SECTION I.A – FIRST PARTY COVERAGE**:

RH. Reputational Harm Ascertainable **Reputational Harm Loss** actually sustained by the **Insured Organization** due to an **Adverse Media Publication** resulting from an **Incident** that is discovered by the **Insured** during the **Policy Period** and covered under Insuring Agreement I.A. FIRST PARTY COVERAGE.

Coverage under Insuring Agreement I.A – RH is subject to the applicable Sublimit of Insurance as set forth in ITEM 7A above, of the Declarations, which shall be part of and not in addition to the Policy Aggregate Limit of Insurance for this Policy, as set forth in ITEM 2 of the Declarations.

Any **Adverse Media Publication** must be discovered by the **Insured** during the and be reported in writing to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable during the **Policy Period**, or as permitted by Section IV.A.

DEFINITIONS

The following shall be added to the definition of **Loss** in **SECTION II.Y**:

With respect to the coverage under Insuring Agreement I.A – RH above, **Loss** also means **Reputational Harm Loss**.

The following definitions are added to **SECTION II**:

Adverse Media Publication means:

1. the publication or communication by a third party of an actual or reasonably suspected **Incident** through any media, including the internet, in a manner which harms the **Insured Organization's** reputation; or
2. written notice by the **Insured Organization** to affected individuals of a **System Breach, Denial of Service Attack** or **Privacy Event**, which harms the **Insured Organization's** reputation.

Period of Indemnity means the period:

- (a) beginning after the expiration of the **Rep Harm Waiting Period**; and
- (b) ending after the earlier of:
 1. the number of days referenced in ITEM 7A of the Declarations following an **Adverse Media Publication**; or
 2. the date that gross revenues are restored to the level they had been prior to the **Adverse Media Publication**.

Rep Harm Waiting Period means the time period referenced in ITEM 7 of the Declarations.

Reputational Harm Loss means:

1. net profit or loss before interest and tax that the **Insured** would have earned or incurred during the **Period of Indemnity**, but for an **Adverse Media Publication**; and
2. costs for an external forensic accountant to assist with the **Insured's** preparation of the Proof of Loss.

Reputational Harm Loss does not include: (i) costs to rehabilitate the **Insured Organization's** reputation or brand; (ii) loss arising out of any liability to any third party for whatever reason; (iii) any other losses resulting from the publication of an **Incident** otherwise covered under Insuring Agreement I.A. FIRST PARTY COVERAGE; (iv) legal costs or legal expenses of any type; or (v) loss incurred as a result of unfavorable business conditions.

LIMIT OF LIABILITY

In the event that there is coverage for **Loss** under both this Endorsement and Section I.A.4 of the Policy, in connection with or related to any **System Breach** or **Denial of Service Attack**, the respective applicable Sublimits of Insurance under this Endorsement and Section I.A.4 shall apply with respect to such **Loss**, provided that the Insurer's maximum aggregate limit of Insurance for all such **Loss** shall not exceed the highest of such applicable Sublimits. Any **Loss** paid under this Endorsement shall reduce by such amount, the Sublimit of Insurance under Section I.A.4, and any **Loss** paid under Section I.A.4, shall reduce by such amount the Sublimit of Insurance under this Endorsement. This Endorsement further limits and does not increase the Insurer's maximum liability under this Policy.

RETENTION

The following shall be added to **SECTION VII.B.1**:

The Retention set forth in 7.A of the Declarations above, for Insuring Agreement I.A – RH shall be satisfied by **Reputational Harm Loss** incurred by the **Insured**.

PROOF OF LOSS

The following is added to **SECTION VI**:

With respect to **Reputational Harm Loss**, the **Named Insured** must provide the Insurers with a written Proof of Loss sworn by an officer of the **Insured Organization** and providing details regarding:

1. the **Adverse Media Publication**, including the time, place and cause of the underlying **Incident** and any other potentially applicable insurance; and
2. the **Insured's** calculation of the **Reputational Harm Loss** being submitted, including copies of any backup documentation, reports, or invoices in support thereof.

Such Proof of Loss must be provided to the Insurers no later than six months after the end of the Policy Period. At the Insurer's request, the **Named Insured** shall provide additional information or documentation or submit to an examination under oath in order for the Insurer to complete its evaluation of coverage for the incident or the amount of covered **Reputational Harm Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



REVIEW BOMBING COVER

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DECLARATIONS

The following is added to ITEM 7.A of the Declarations:

Insuring Agreement	Sublimit of Insurance	Retention
Review Bombing	\$	\$

INSURING AGREEMENTS

The following Insuring Agreement is added to **SECTION I.A – FIRST PARTY COVERAGE**:

RB. Review Bombing

Brand Restoration Costs to mitigate or prevent harm to the **Insured Organization's** product, brand, or reputation as a result of: (i) a **Review Bombing Campaign** that occurs during the **Policy Period**; or (ii) a threat received by the **Insured** during the **Policy Period** to commit a **Review Bombing Campaign**.

The Sublimit of Insurance applicable to Insuring Agreement I.A.RB as set forth in ITEM 7.A, above, shall be the aggregate Sublimit of Insurance payable under Insuring Agreement I.A.RB for all **Brand Restoration Costs**, which shall be part of and not in addition to the Policy Aggregate Limit of Insurance for this Policy, as set forth in ITEM 2 of the Declarations.

Any **Review Bombing Campaign** or threat to commit a **Review Bombing Campaign** must be discovered by the **Insured** during the **Policy Period** and be reported in writing to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable during the **Policy Period**, or as permitted by Section IV.A.

DEFINITIONS

The following shall be added to the definition of **Incident** in **SECTION II.U**:

With respect to coverage under Insuring Agreement RB, **Incident** also means any **Review Bombing Campaign**.

The following shall be added to the definition of **Loss** in **SECTION II.Y**:

With respect to coverage under Insuring Agreement RB, **Loss** also means **Brand Restoration Costs**.

The following definitions are added to **SECTION II**:

Brand Restoration Costs means the following reasonable costs incurred by the **Insured**, with the Insurer's prior consent, within six months of the **Insured's** discovery of a **Review Bombing Campaign** or receipt of a threat to commit a **Review Bombing Campaign**:

- a. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of a third-party in order to terminate a **Review Bombing Campaign**;
- b. to prevent, terminate, or respond to an actual or threatened **Review Bombing Campaign**;
- c. to notify the general public about the **Review Bombing Campaign**; and
- d. other costs approved in advance by the Insurer to rehabilitate the **Insured Organization's** product, brand, or reputation following a **Review Bombing Campaign** to the level that existed prior to the **Review Bombing Campaign**.

Review Bombing Campaign means an electronic campaign to harm the **Insured Organization's** product, brand, or reputation by posting numerous negative reviews online regarding the **Insured Organization** or its product.

RETENTION

The following shall be added to **SECTION VII.B.1**:

The Retention set forth in Item 7.A above, shall be satisfied by monetary payments by the **Named Insured** of **Brand Restoration Costs**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

GDPR ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

INSURING AGREEMENTS

Insuring Agreement I.B.2 is replaced with the following:

2. **Regulatory Penalties** **Claim Expenses** and **Penalties** that the **Insured** becomes legally obligated to pay due to a **Claim** by a regulatory or governmental entity in its regulatory or official capacity caused by a **Privacy Event**, including failure to timely report a **Privacy Event**, that first occurred on or after the **Retroactive Date**.

DEFINITIONS

The definition of **Breach Notice Law** in **Section II.B** is replaced with the following:

- B. Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

The definition of **Claim** in **Section II.F** is replaced with the following:

F. Claim means:

1. a third party demand for money or services against an **Insured**, or the assertion of liability against an **Insured**;
2. with respect to coverage provided under Insuring Agreement B.2, a request for information made to an **Insured** by a regulatory or governmental entity in its regulatory or official capacity;

Multiple **Claims** arising from the same, continuing, or series of related or repeated acts, errors, omissions, or **Security Breaches** shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

The definition of **Penalties** in **Section II.FF** is replaced with the following:

FF. Penalties means only with respect to **Claims** covered under Insuring Agreement B.2 and where insurable:

1. any civil fine, money penalty, or consumer compensation fund that is imposed or required by a regulatory or governmental entity, in such entity's regulatory or official capacity;
2. any monetary settlement that is negotiated with a regulatory or governmental entity, in such entity's regulatory or official capacity;

Penalties do not include any other amounts, including but not limited to, **PCI Assessments**, payments to charitable organizations or costs to comply with any injunctive relief, equitable relief, remediation, training, corrective action plans, or audits.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



VOLUNTARY SHUTDOWN

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

VOLUNTARY SHUTDOWN

The definition of **Business Interruption Event** in **SECTION II.D** is replaced with the following:

D. Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts an **Insured's Computer System**; and
2. the voluntary suspension or interruption of an **Insured's Computer System** in order to mitigate a **System Breach**;

for a period longer than the applicable **Waiting Period**.

The definition of **Contingent Business Interruption Event** in **SECTION II.J** is replaced with the following:

J. Contingent Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts a **Shared Computer System**; and
2. the voluntary suspension or interruption of a **Shared Computer System** in order to mitigate a **Security Breach** or **System Breach**;

for a period longer than the applicable **Waiting Period**.

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**, and (b) ending 120 days following:

1. the **Business Interruption Event**; or
2. the **Contingent Business Interruption Event**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



TECHNOLOGY E&O COVER

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following Policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DEFINITIONS

The definition of **Technology Wrongful Act** in **SECTION II.PP** is replaced with the following:

PP. Technology Wrongful Act means:

1. any of the following in rendering or failure to render **Technology Services** or **Telecommunications Services**:
 - (a) act, error, omission, negligent misrepresentation, unintentional breach of contract, or breach of duty; or
 - (b) infringement of intellectual property rights, other than infringement of:
 - (i) patent;
 - (ii) trade secrets; or
 - (iii) copyright arising from or related to software code or software products by or on behalf of an **Insured**;
2. failure of **Technology Products** to perform the intended function or serve their intended purpose; or
3. failure of **Technology Services**, **Telecommunications Services**, or **Technology Products** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

The following definitions are added to **SECTION II**:

Technology Products means the following, but only if created, designed, manufactured, sold, or distributed by or on behalf an **Insured**:

1. computer hardware, including products, components and peripherals;
2. computer software, computer firmware and all related machine, and all related code; or
3. electronic, telecommunications and wireless equipment.

Technology Services means any of the following performed by or on behalf of an **Insured**:

1. computer, cloud computing, information technology and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), and network as a service (NaaS);
2. computer systems analysis and training;
3. computer programming and network design;
4. computer systems installation, management, repair, and maintenance; and
5. Internet service.

Telecommunications Services means any of the following performed by or on behalf of an **Insured**:

1. local, regional and long distance wired and wireless dial tone access and switched services, including directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. directory services, operator assistance, and 911 emergency services;
7. analysis, design, integration and conversion of telecommunication systems; and
8. voice-over Internet protocol ("VoIP") services, including related VoIP implementation services.

EXCLUSIONS

The following shall be added to **SECTION III.M.2**:

provided however, that this exclusion shall not apply with respect to a **Claim** otherwise covered under Insuring Agreement I.B.5;

SECTION III.D.6 is replaced with the following:

5. with respect to a covered **Claim** under Insuring Agreement B.5; *provided however*, that this exception shall not apply to any **Claim** arising out of, or resulting from breach of any express warranty, guarantee or promise.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.

AGGREGATE RETENTION ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following shall be added to the end of SECTION VII.B:

Provided, however that once an Aggregate Retention amount equivalent to times the amount of the highest retention referenced in Item 7.A, has been exhausted by the payment of any of the applicable retentions referenced above, there shall be no further retention required to be paid for any additional **Claims** made or **Incidents** that occur.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



EVEREST

EXCLUSIONS AMENDED
(False Advertising – Claim Expenses)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The exclusion in **Section III.E** of the Policy is replaced with the following:

For, arising out of, or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, false or deceptive or misleading advertising, or consumer protection laws; provided however, that this exclusion shall not apply to: (i) consumer privacy laws for **Claims** under Insuring Agreements B.1 or B.2 for a **Privacy Event**, (ii) the provision of **Breach Response Costs** pursuant to a **Breach Notice Law** covered under Insuring Agreement A.1 for a **Privacy Event**, or (iii) **Claim Expenses** in an amount no greater than \$■, which shall be part of and not in addition to the Aggregate Limit of Insurance for this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



MPL ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following Policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DECLARATIONS

The following is added to Item 7.B. of the Declarations:

	Sublimit of Insurance	Retention
Professional Liability	\$	\$

INSURING AGREEMENTS

The following is added to **SECTION I.B - THIRD PARTY COVERAGE**:

PL. Professional Liability **Claim Expenses** and **Damages** that the **Insured** becomes legally obligated to pay due to a **Claim** alleging a **Professional Liability Wrongful Act** that first occurred on or after the **Retroactive Date**.

DEFINITIONS

The following definitions are added to **SECTION II**:

Professional Liability Wrongful Act means:

- any of following in the **Insured's** rendering or failing to render **Professional Services**:
 - any act, error, omission, neglect, negligent misrepresentation, or breach of contract;
 - injury to an individual arising out of defamation, including but not limited to, libel, slander, or other defamatory statement; or
 - infringement of any intellectual property right, other than infringement of:
 - patent;
 - trade secret; or
 - copyright arising from or related to software code or software products by or on behalf of an **Insured**;
- any failure of the **Insured's Professional Services** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

Professional Services means the following services performed by or on behalf of an **Insured** for others for a fee:

Professional Services do not mean computer and electronic technology services **Telecommunications Services, Technology Services**, or any services performed as any of the following:

1. accountant;
2. architect or surveyor;
3. civil, geotechnical, or structural engineer;
4. insurance agent, broker, consultant, or representative;
5. healthcare professional;
6. investment advisor;
7. securities broker or dealer;
8. lawyer; or
9. real estate agent or broker.

Technology Services means any of the following performed by or on behalf of an **Insured**:

1. computer, cloud computing, information technology and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), and network as a service (NaaS);
2. computer systems analysis and training;
3. computer programming and network design;
4. computer systems installation, management, repair, and maintenance; and
5. Internet service.

Telecommunications Services means any of the following performed by or on behalf of an **Insured**:

1. local, regional and long distance wired and wireless dial tone access and switched services, including directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. directory services, operator assistance, and 911 emergency services;
7. analysis, design, integration and conversion of telecommunication systems; and
8. voice-over Internet protocol ("VoIP") services, including related VoIP implementation services.

EXCLUSIONS

The following is added to **SECTION III.D**:

7. with respect to a covered **Claim** under Insuring Agreement PL; *provided however*, this exception shall not apply to any **Claim** arising out of, or resulting from breach of any express warranty, guarantee, or promise.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



MPL ENDORSEMENT (Personal Injury Offense)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date

This endorsement modifies insurance provided under the following Policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

DECLARATIONS

The following is added to Item 7.B. of the Declarations:

	Sublimit of Insurance	Retention
Professional Liability	\$	\$

INSURING AGREEMENTS

The following is added to **SECTION I.B - THIRD PARTY COVERAGE**:

PL. Professional Liability **Claim Expenses** and **Damages** that the **Insured** becomes legally obligated to pay due to a **Claim** alleging a **Professional Liability Wrongful Act** that first occurred on or after the **Retroactive Date**.

DEFINITIONS

The following definitions are added to **SECTION II**:

Professional Liability Wrongful Act means:

1. any of following in the **Insured's** rendering or failing to render **Professional Services**:
 - (a) any act, error, omission, neglect, negligent misrepresentation, or breach of contract;
 - (b) injury to an individual arising out of defamation, including but not limited to, libel, slander, or other defamatory statement;
 - (c) infringement of any intellectual property right, other than infringement of:
 - (i) patent;
 - (ii) trade secret; or
 - (iii) copyright arising from or related to software code or software products by or on behalf of an **Insured**; or
 - (d) any **Personal Injury Offense**;
2. any failure of the **Insured's Professional Services** to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

Personal Injury Offense means false arrest, humiliation, unlawful detention, false imprisonment, wrongful entry, eviction, abusive litigation, abuse of process or malicious prosecution, including any mental anguish or emotional distress arising therefrom.

Professional Services means the following services performed by or on behalf of an **Insured** for others for a fee:

Professional Services do not mean computer and electronic technology services **Telecommunications Services, Technology Services**, or any services performed as any of the following:

1. accountant;
2. architect or surveyor;
3. civil, geotechnical, or structural engineer;
4. insurance agent, broker, consultant, or representative;
5. healthcare professional;
6. investment advisor;
7. securities broker or dealer;
8. lawyer; or
9. real estate agent or broker.

Technology Services means any of the following performed by or on behalf of an **Insured**:

1. computer, cloud computing, information technology and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), and network as a service (NaaS);
2. computer systems analysis and training;
3. computer programming and network design;
4. computer systems installation, management, repair, and maintenance; and
5. Internet service.

Telecommunications Services means any of the following performed by or on behalf of an **Insured**:

1. local, regional and long distance wired and wireless dial tone access and switched services, including directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. directory services, operator assistance, and 911 emergency services;
7. analysis, design, integration and conversion of telecommunication systems; and
8. voice-over Internet protocol ("VoIP") services, including related VoIP implementation services.

EXCLUSIONS

The following is added to **SECTION III.D**:

7. with respect to a covered **Claim** under Insuring Agreement PL; *provided however*, this exception shall not apply to any **Claim** arising out of, or resulting from breach of any express warranty, guarantee, or promise.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Authorized Signature

ASSET MANAGER ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The definition of **Insured** in Section II.V shall be replaced with the following:

V. Insured, whether expressed in singular or plural, means:

1. the **Insured Organization**;
2. any natural person who is or was:
 - a. a member of any **Advisory Board**, provided such member is indemnified by an **Insured Organization**;
 - b. a director, officer, principal, general partner, venture partner, managing general partner, managing member, member of a Board of Managers, governor, risk manager, general counsel or equivalent executive of an **Insured Organization**;
 - c. an employee (including any part time, temporary, leased or seasonal) or **Independent Contractor**, of the **Insured Organization**, but only for work done within the scope of his or her employment;
 - d. described in items a. through e. of this definition, while acting solely in the capacity of a **Shareholder Representative** for or on behalf of a **Private Equity Entity** or, with respect to any **Private Equity Entity** formed outside the United States of America, the foreign equivalent of any position described in items a. through f. of this definition;

but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**.

The definition of **Insured Organization** in Section II.X is replaced with the following:

X. Insured Organization means collectively, the **Named Insured** and its **Subsidiaries** and any **Private Equity Entity**.

SECTION II.NN is replaced with the following:

NN. Subsidiary means an entity which the **Named Insured**:

1. has **Management Control** before the **Policy Period**; and
2. any newly created or acquired entity during the **Policy Period** of which the **Named Insured** has **Management Control** and where such entity's annual revenues do not exceed thirty-five percent (35%) of the **Named Insured's** annual revenues.

provided that, unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** creates or acquires during the **Policy Period**, where the acquired revenues are more than thirty-five

percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission or event first committed or occurring, or **Incident** first occurring, after the entity is created or acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the creation or acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

This Policy only provides coverage for acts, errors, omission, or events that occur while the **Named Insured** has **Management Control** over an entity. **Subsidiary** shall not include any **Portfolio Company**.

The following definitions shall be added to Section II:

Advisory Board means any board or committee formed pursuant to and identified as such in the partnership agreement, operating agreement or equivalent document or resolution of a **Private Equity Entity**.

Independent Contractor means any natural person:

1. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
2. for whom the **Insured Organization** provides indemnification; and
3. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Investment Holding Company means any entity which is created or acquired for the sole purpose of facilitating (including any and all activities necessary or incidental to the making of, management of or disposition of) debt or equity investments, directly or indirectly, in one or more **Portfolio Companies** on behalf of: (i) one or more **Private Funds**; (ii) the limited partners or members of a **Private Fund**; or (iii) any co-investors of a **Private Fund**, and:

1. of which one or more **Private Equity Entities**, directly or indirectly, in any combination, has **Management Control**; or
2. to which a **Private Equity Entity** provides services pursuant to a written service agreement in connection with the management or disposition of such investment; provided, however, that the Insurer shall not be liable for that portion of **Damages** and **Claims Expenses** on account of any **Claim** made against any such **Investment Holding Company** described in this paragraph b. for any **Incidents** committed or allegedly committed by any natural person or entity that is not otherwise afforded coverage by this Policy.

Investment Holding Company shall not include any **Portfolio Company** or **Subsidiary**.

Management Control means possessing, directly or indirectly, the power to control, manage or direct any entity on behalf of or for the benefit of any **Private Equity Entity** by reason of:

1. the ownership of greater than 50% of the voting securities, voting rights, assets, or financial interests of such entity; or
2. the right to elect or appoint a majority of the directors, officers, general partners, managing general partners, managing members, members of a Board of Managers, governors or equivalent executives.

Private Equity Entity means:

1. the entity general partner or entity managing general partner of each **Private Fund** that is organized as a limited partnership or limited liability partnership;
2. the entity managing member of each **Private Fund** that is organized as a limited liability company;
3. the entity management company identified in the partnership agreement or operating agreement of a **Private Fund**, whether organized as a stock corporation, general partnership, limited liability partnership or limited liability company;
4. any **Subsidiary** of a. through c. above;
5. each **Private Fund**;
6. any **Investment Holding Company**;
7. any entity general partner, entity managing general partner, or entity managing member of any entity described in items a. through c. that is organized as a limited partnership or limited liability company;
8. any entity limited partner or entity member of any entity described in items a. through c. or h. any entity or organization described in items a. through h. of the definition of **Insured** in its capacity as a debtor in possession under the United States bankruptcy law or an equivalent status under the law of any other country; or
9. the foreign equivalent of any entity or organization described in items a. through i. of the definition of **Insured**;

but only to the extent that the **Named Insured** has **Management Control** over such entity or vehicle. **Private Equity Entity** shall not include any **Portfolio Company**.

Portfolio Company means any entity in which one or more **Private Fund** or **Investment Holding Company**, separately or in any combination, has, had or proposes to have a debt or equity interest.

Private Fund means:

1. any pooled investment vehicle that is managed, operated, administered or sponsored by a **Private Equity Entity** on or before the inception of this Policy; or
2. any pooled investment vehicle that is managed, operated, administered or sponsored by a **Private Equity Entity** and whose sole purpose is to invest proportionately on the same terms (or pari passu) as any pooled investment vehicle described in item a. of the definition of **Private Fund**.

Shareholder Representative means a natural person acting as an agent or committee, in accordance with applicable law and as appointed by the shareholders of a **Portfolio Company**, to conduct the liquidation or closing of such **Portfolio Company** for or on behalf of the **Private Fund**.

Section VIII.C shall be replaced with the following:

C. **ACQUISITION OR CREATION OF ANOTHER ENTITY**

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary** or **Investment Holding Company**; or
2. acquires any entity by merger into or consolidation with the **Named Insured** such that the **Named Insured** is the surviving entity;

then, provided that, unless otherwise agreed in advance by the **Named Insured** and the Insurer in exchange for additional premium, there is no coverage for an entity for which the **Named Insured** creates or acquires during the **Policy Period**, where the acquired revenues are more than thirty-five percent (35%) of the **Named Insured's** total annual revenues; *provided however*, subject to all of the

Policy's terms and conditions, coverage under this Policy shall be afforded for a period of ninety (90) days for any **Claim** that arises out of any act, error, or omission or event first committed or occurring, or **Incident** first occurring, after the entity is created or acquired. Coverage beyond such 90 day period will only be available if the **Named Insured** gives the Insurer written notice of the creation or acquisition, obtains the written consent of the Insurer to extend coverage to the entity beyond such 90 day period and agrees to pay any additional premium required by the Insurer.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Authorized Representative

Endorsement No.



INVESTMENT ADVISOR EXCLUSION ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following exclusion shall be added to **SECTION III**:

With respect to coverage provided under Section **I.B.5**, there shall be no coverage for any **Claim** or **Loss**:

- i) for, arising out of, or resulting from the actual or alleged rendering or failure to render investment or financial services, advice or consulting; or
- ii) against an **Insured** in their capacity as an investment advisor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

**COURT ATTENDANCE COSTS****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

The following shall be added to the definition of **Claim Expenses** in Section II.G of the Policy:

Solely in connection with coverage under Section I.B of the Policy, **Claim Expenses** shall include the following **Litigation Participation Expenses**, which amounts shall be part of and not in addition to the respective Sublimit of Insurance referenced in Item 7.B of the Declarations:

- i) Per **Claim Litigation Participation Expenses**: \$ <\$XX,000>
- ii) All **Litigation Participation Expenses**: \$ <XX,000>

Litigation Participation Expenses means any reasonable expenses incurred by an **Insured** in connection with any tribunal, arbitration, adjudication, mediation or other hearing in connection with any **Claim** for which the **Insured** is entitled to indemnity under this Policy. **Litigation Participation Expenses** shall not include any actual loss of earnings.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

**POST BREACH FUND****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

The following shall be added to the definition of **Breach Response Costs** in **Section II.C:**

Breach Response Costs shall include expenses incurred for the following services performed by a Panel Provider, following a **Privacy Event** or **System Breach** which the **Insured** incurs to perform a risk improvement action in order to prevent a future incident, including:

- i) an information security risk assessment;
- ii) an information security gap analysis;
- iii) an information security document set; and
- iv) an information security awareness training session;

subject to a sublimit in the amount of \$ XX,000, which shall be part of and not in addition to the Sublimit of Insurance as set forth in Item 7.1 of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.

**DEFINITIONS AMENDED
(Insured Added Midterm)**



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

In consideration of the additional premium in the amount of \$ and solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that effective :

1. The following shall be added to the definition of **Insured** in **Section II.V**:

Insured also means the following entity or individual:

<name of entity or individual>

2. Solely with respect to the **Insured** named in paragraph 1 above, ITEM 8 of the Declarations is replaced with the following:

ITEM 8 RETROACTIVE DATE:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.

**CANCELLATION AND NONRENEWAL AMENDED
(90 DAYS' NOTICE)**



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

SECTION VIII.G - CANCELLATION AND NONRENEWAL is replaced with the following:

G. CANCELLATION AND NONRENEWAL

1. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Insurer or by mailing or delivering to the Insurer through the entity named in ITEM 5 of the Declarations, written notice stating when the cancellation shall be effective. If the **Named Insured** cancels this Policy prior to a **Claim** being reported or **Loss** submitted under this Policy, the earned premium shall be computed pro-rata.
2. This Policy may be cancelled by the Insurer by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than ninety (90) days thereafter, such cancellation shall be effective. However, if the Insurer cancels this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Insurer by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice.
3. If the Insurer cancels this Policy prior to any **Claim** being reported or **Loss** submitted under this Policy, the earned premium shall be computed pro rata. The premium shall be deemed fully earned if any **Claim**, any circumstance that could reasonably be the basis for a **Claim**, or any **Loss** is reported to the Insurer on or before the date of cancellation.
4. If the Insurer decides not to renew this Policy, the Insurer will mail or deliver to the **Named Insured** written notice of non-renewal at least ninety (90) days prior to the end of the **Policy Period**.
5. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

Endorsement No.



Bodily Injury Exclusion Amended Endorsement

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that **SECTION III.A** is replaced with the following:

A. For:

1. arising out of, or resulting from physical injury to or destruction of any tangible property, including the loss of use thereof; *provided however*, that electronic data shall not be considered tangible property for purposes of this exclusion; and
2. physical injury, sickness, disease, or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; *provided however*, this exclusion A.2 shall not apply to any mental anguish or emotional distress resulting from a **Privacy Event**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

SYSTEM FAILURE AND NON-IT PROVIDER BUSINESS INTERRUPTION ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

- ITEM 7.A.4 and ITEM 7.A.5 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention	
4. Business Interruption Loss	\$	\$	Waiting Period hours
a. System Failure	\$	\$	Waiting Period hours
5. Contingent Business Interruption Loss	\$	\$	Waiting Period hours
a. Contingent System Failure	\$	\$	Waiting Period hours
b. Non-IT Provider Business Interruption Loss	\$	\$	Waiting Period hours
c. Not-IT Provider System Failure	\$	\$	Waiting Period hours

- With respect to coverage under Insuring Agreement I.A.4a, the definition of **Business Interruption Event** under **SECTION II.D** is replaced with the following:
 - D. Business Interruption Event** means a **System Breach, Denial of Service Attack, or System Failure** that interrupts an **Insured's Computer System** for a period longer than the applicable **Waiting Period**.
- With respect to the coverage provided under Insuring Agreement I.A.5.a, the definition of **Contingent Business Interruption Event** in **Section II.J** is replaced with the following:
 - J. Contingent Business Interruption Event** means a **System Breach, Denial of Service Attack, or Contingent System Failure** that interrupts an **Shared Computer System** for a period longer than the applicable **Waiting Period**.
- With respect to the coverage provided under Insuring Agreement I.A.5.b, the definition of **Contingent Business Interruption Event** in **Section II.J** is replaced with the following:

- J. **Contingent Business Interruption Event** means a **System Breach** or **Denial of Service Attack** that interrupts a **Non-IT Provider Computer System** for a period longer than the applicable **Waiting Period**.
5. With respect to the coverage provided under Insuring Agreement I.A.5.c the definition of **Contingent Business Interruption Event** Sections II.J is replaced with the following:
- J. **Contingent Business Interruption Event** means a **Non-IT Provider System Failure** that interrupts a **Non-IT Provider Computer System** for a period longer than the applicable **Waiting Period**.
6. The following is added to the definition of Period of Restoration in **Section II.GG**:
- Period of Restoration** also means the period (a) beginning after the expiration of the **Waiting Period**; and (b) ending 120 days following the interruption of a **Non-IT Provider Computer System** due to a **Contingent Business Interruption Event**.
7. The definition of **Shared Computer System** in **Section II.MM** is replaced with the following:
- MM. Shared Computer System** means a **Computer System**, other than an **Insured's Computer System** or a **Non-IT Provider Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.
8. The definition of **Waiting Period** in **Section II.QQ** is replaced with the following:
- QQ. Waiting Period** means the number of hours shown in ITEM 7.A.4, 7.A.4.a, 7.A.5, 7.A.5.a, 7.A.5.b and 7.A.5.c with respect to each **Business Interruption Event**, **Business Interruption Event** involving a **System Failure**, each **Contingent Business Interruption Event**, each **Contingent Business Interruption Event** involving a **Contingent System Failure**, each **Contingent Business Interruption Event**, each **Contingent Business Interruption Event** involving the interruption of a **Non-IT Provider Computer System** and each **Contingent Business Interruption Event** involving a **Non-IT Provider System Failure**, respectively.
9. The following definitions are added under **SECTION II - DEFINITIONS**:
- Contingent System Failure** means any unplanned and unintentional interruption of a **Shared Computer System**. **Contingent System Failure** does not mean or include any interruption resulting from any **Computer System** that is not a **Shared Computer System** or **Non-IT Provider Computer System**
- Non-IT Provider** means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.
- Non-IT Provider Computer System** means a **Computer System** that is leased, owned or operated by a **Non-IT Provider Business**. **Non-IT Provider Computer System** does not mean a **Shared Computer System**.
- Non-IT Provider System Failure** means any unplanned and unintentional interruption of an **Non-IT Provider Computer System**. **Non-IT Provider System Failure** does not mean or include any interruption resulting from a **Shared Computer System**.
- System Failure** means any unplanned and unintentional interruption of an **Insured's Computer Systems**. **System Failure** does not mean or include any interruption resulting from any **Computer System** that is not an **Insured's Computer System**.
10. The following exclusions shall be added to **SECTION III – EXCLUSIONS**:
- For, arising out of, or resulting from fire, earthquake, explosion, or landslide

For, arising out of, or resulting from seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority.

For, arising out of, or resulting from the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

11. The following is added to **SECTION VII.A - LIMITS OF INSURANCE:**

The Sublimit of Insurance stated in ITEM 7.A.4.a, of the Declarations, is the aggregate sublimit of insurance for all **Business Interruption Loss** due to all **System Failures**, regardless of the number of **System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.4 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.a, of the Declarations, is the aggregate sublimit of insurance for all **Contingent Business Interruption Loss** due to all **Contingent System Failures**, regardless of the number of **Contingent System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.b of the Declarations is the aggregate sublimit of liability for all **Contingent Business Interruption Loss** due to all **Contingent Business Interruption Events** that interrupt a **Non-IT Provider Computer System**, regardless of the number **Contingent Business Interruption Events** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.c of the Declarations, is the aggregate sublimit of insurance for all **Contingent Business Interruption Loss** due to all **Non-IT Provider System Failures**, regardless of the number of **Non-IT Provider System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5.b of the Declarations.

12. The following is added to **SECTION VII.B - RETENTION:**

The Retention amount set forth in ITEM 7.A.4.a of the Declarations applies separately to each **Business Interruption Event** covered thereunder and shall be satisfied by monetary payments by the **Named Insured** of **Business Interruption Loss**.

The Retention amounts set forth in ITEM 7.A.5.a, ITEM 7.A.5.b and ITEM 7.A.5.c of the Declarations applies separately to each **Contingent Business Interruption Event** covered thereunder and shall be satisfied by monetary payments by the **Named Insured** of **Contingent Business Interruption Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

SYSTEM FAILURE AND NON-IT PROVIDER BUSINESS INTERRUPTION ENDORSEMENT



Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

- ITEM 7.A.4 and ITEM 7.A.5 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention	
4. Business Interruption Loss	\$	\$	Waiting Period hours
a. System Failure	\$	\$	Waiting Period hours
5. Contingent Business Interruption Loss	\$	\$	Waiting Period hours
a. Contingent System Failure	\$	\$	Waiting Period hours
b. Non-IT Provider Business Interruption Loss	\$	\$	Waiting Period hours
c. Not-IT Provider System Failure	\$	\$	Waiting Period hours

- With respect to coverage under Insuring Agreement I.A.4a, the definition of **Business Interruption Event** under **SECTION II.D** is replaced with the following:

D. Business Interruption Event means a **System Breach, Denial of Service Attack, or System Failure** that interrupts an **Insured's Computer System** for a period longer than the applicable **Waiting Period**.

- With respect to the coverage provided under Insuring Agreement I.A.5.a, the definition of **Contingent Business Interruption Event** in **Section II.J** is replaced with the following:

J. Contingent Business Interruption Event means a **System Breach, Denial of Service Attack, or Contingent System Failure** that interrupts an **Shared Computer System** for a period longer than the applicable **Waiting Period**.

- With respect to the coverage provided under Insuring Agreement I.A.5.b, the definition of **Contingent Business Interruption Event** in **Section II.J** is replaced with the following:

J. Contingent Business Interruption Event means a **System Breach or Denial of Service Attack** that interrupts a **Non-IT Provider Computer System** for a period longer than the applicable **Waiting Period**.

5. With respect to the coverage provided under Insuring Agreement I.A.5.c the definition of **Contingent Business Interruption Event Sections II.J** is replaced with the following:
- J. **Contingent Business Interruption Event** means a **Non-IT Provider System Failure** that interrupts a **Non-IT Provider Computer System** for a period longer than the applicable **Waiting Period**.
6. The following is added to the definition of Period of Restoration in **Section II.GG**:
- Period of Restoration** also means the period (a) beginning after the expiration of the **Waiting Period**; and (b) ending 120 days following the interruption of a **Non-IT Provider Computer System** due to a **Contingent Business Interruption Event**.
7. With respect to coverage under Insuring Agreement, I.B.1, the definition of **Security Breach** in **Section II.LL** shall be replaced with the following:
- LL. **Security Breach** means a failure of computer security (including, but not limited to physical and technical controls, written policies, anti-virus software, firewalls, and passwords) that results in:
1. unauthorized access to or unauthorized use of an **Insured's Computer System, Shared Computer System, or Non-IT Provider Computer System**; or
 2. distribution from or transmission into an **Insured's Computer System** of any unauthorized, corrupting, or harmful software code, or malware, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs.
8. The definition of **Shared Computer System** in **Section II.MM** is replaced with the following:
- MM. **Shared Computer System** means a **Computer System**, other than an **Insured's Computer System** or a **Non-IT Provider Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.
9. The definition of **Waiting Period** in **Section II.QQ** is replaced with the following:
- QQ. **Waiting Period** means the number of hours shown in ITEM 7.A.4, 7.A.4.a, 7.A.5, 7.A.5.a, 7.A.5.b and 7.A.5.c with respect to each **Business Interruption Event, Business Interruption Event** involving a **System Failure**, each **Contingent Business Interruption Event**, each **Contingent Business Interruption Event** involving a **Contingent System Failure**, each **Contingent Business Interruption Event**, each **Contingent Business Interruption Event** involving the interruption of a **Non-IT Provider Computer System** and each **Contingent Business Interruption Event** involving a **Non-IT Provider System Failure**, respectively.
10. The following definitions are added under **SECTION II - DEFINITIONS**:
- Contingent System Failure** means any unplanned and unintentional interruption of a **Shared Computer System**. **Contingent System Failure** does not mean or include any interruption resulting from any **Computer System** that is not a **Shared Computer System** or **Non-IT Provider Computer System**
- Non-IT Provider** means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.
- Non-IT Provider Computer System** means a **Computer System** that is leased, owned or operated by a **Non-IT Provider Business**. **Non-IT Provider Computer System** does not mean a **Shared Computer System**.

Non-IT Provider System Failure means any unplanned and unintentional interruption of an **Non-IT Provider Computer System**. **Non-IT Provider System Failure** does not mean or include any interruption resulting from a **Shared Computer System**.

System Failure means any unplanned and unintentional interruption of an **Insured's Computer Systems**. **System Failure** does not mean or include any interruption resulting from any **Computer System** that is not an **Insured's Computer System**.

11. The following exclusions shall be added to **SECTION III – EXCLUSIONS**:

For, arising out of, or resulting from fire, earthquake, explosion, or landslide

For, arising out of, or resulting from seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority.

For, arising out of, or resulting from the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

12. The following is added to **SECTION VII.A - LIMITS OF INSURANCE**:

The Sublimit of Insurance stated in ITEM 7.A.4.a, of the Declarations, is the aggregate sublimit of insurance for all **Business Interruption Loss** due to all **System Failures**, regardless of the number of **System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.4 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.a, of the Declarations, is the aggregate sublimit of insurance for all **Contingent Business Interruption Loss** due to all **Contingent System Failures**, regardless of the number of **Contingent System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.b of the Declarations is the aggregate sublimit of insurance for all **Contingent Business Interruption Loss** due to all **Contingent Business Interruption Events** that interrupt a **Non-IT Provider Computer System**, regardless of the number **Contingent Business Interruption Events** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5 of the Declarations.

The Sublimit of Insurance stated in ITEM 7.A.5.c of the Declarations, is the aggregate sublimit of insurance for all **Contingent Business Interruption Loss** due to all **Non-IT Provider System Failures**, regardless of the number of **Non-IT Provider System Failures** or **Insureds**, which amount is part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.A.5.b of the Declarations.

13. The following is added to **SECTION VII.B - RETENTION**:

The Retention amount set forth in ITEM 7.A.4.a of the Declarations applies separately to each **Business Interruption Event** covered thereunder and shall be satisfied by monetary payments by the **Named Insured** of **Business Interruption Loss**.

The Retention amounts set forth in ITEM 7.A.5.a, ITEM 7.A.5.b and ITEM 7.A.5.c of the Declarations applies separately to each **Contingent Business Interruption Event** covered thereunder and shall be satisfied by monetary payments by the **Named Insured** of **Contingent Business Interruption Loss**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

SUPPLY CHAIN BREACH LIABILITY ENDORSEMENT (Sublimit)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

1. ITEM 7.B.1 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention
1. Breach Liability	\$	\$
a. Non-IT Provider Security Breach	\$	\$

2. With respect to coverage under Insuring Agreement, I.B.1, the definition of **Security Breach** in **Section II.LL** shall be replaced with the following:

LL. Security Breach means a failure of computer security (including, but not limited to physical and technical controls, written policies, anti-virus software, firewalls, and passwords) that results in:

1. unauthorized access to or unauthorized use of an **Insured's Computer System, Shared Computer System, or Non-IT Provider Computer System**; or
2. distribution from or transmission into an **Insured's Computer System** of any unauthorized, corrupting, or harmful software code, or malware, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms, and logic bombs; or
3. a **Non-IT Provider Security Breach**

3. The definition of **Shared Computer System** in **Section II.MM** is replaced with the following:

MM. Shared Computer System means a **Computer System**, other than an **Insured's Computer System** or a **Non-IT Provider Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.

4. The following is added to **Section II - DEFINITIONS**:

Non-IT Provider means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Non-IT Provider Computer System means a **Computer System** that is leased, owned or operated by a **Non-IT Provider Business**. **Non-IT Provider Computer System** does not mean a **Shared Computer System**.

Non-IT Provider Security Breach means unauthorized access to or unauthorized use of a **Non-IT Provider Computer System**

5. The following is added to **SECTION VII.A – LIMITS OF INSURANCE**

The Sublimit of Insurance stated in ITEM 7.B.1.a of the Declarations, is the aggregate Sublimit of Insurance for all **Claim Expenses** and **Damages** due to all **Non-IT Provider Security Breaches**, regardless of the number of **Security Breaches** or **Insureds**, which amount shall be part of, and not in addition to, the Sublimit of Insurance referenced in ITEM 7.B.1 of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

Endorsement No.



OTHER INSURANCE ENDORSEMENT
(Primary of Specific Policy)

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under the Policy, it is hereby understood and agreed that:

The following shall be added to Section VIII-**OTHER INSURANCE**:

Provided however, this Policy shall be primary to Policy No. , issued by <Carrier> to the **Named Insured** for the Policy Period of to , as referenced therein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

**OTHER INSURANCE AMENDED ENDORSEMENT****EVEREST**

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

SECTION VIII.D OTHER INSURANCE is replaced with the following:

D. OTHER INSURANCE

Only with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative



AmWINS AMENDATORY ENDORSEMENT

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

DEFINITIONS

APPLICATION (12 months)

The definition of **Application** in SECTION II.A is replaced with the following:

- A. **Application** means all materials and information, including all signed applications and any materials attached thereto or incorporated therein, submitted by or on behalf of the **Insureds** to the Insurer within twelve (12) months of the inception date of the Policy in connection with the underwriting of this Policy.

BREACH NOTICE LAW (GDPR)

The definition of **Breach Notice Law** in SECTION II.B is replaced with the following:

- B. **Breach Notice Law** means any federal, state, local, or foreign statute, law, rule or regulation regarding the collection, use, retention, protection or unauthorized disclosure of, or access to or ability to delete or modify, **Private Information**, including, but not limited to:
1. The European Union General Data Protection Regulation ("GDPR");
 2. The New York Department of Financial Services 23 NYCRR 500;
 3. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA");
 4. Gramm-Leach-Bliley of 1999 ("G-L-B"), also known as the Financial Services Modernization Act of 1999;
 5. Children's Online Privacy Protection Act of 1998 ("COPPA");
 6. The Family Educational Rights and Privacy Act ("FERPA");
 7. State privacy protection and breach notification laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and California A.B. 1950; and
 8. Section 5(a) of the Federal Trade Commission Act, but solely with respect to unfair and deceptive acts or practices resulting in a **Privacy Event** or **System Breach**.

BREACH RESPONSE COSTS (PCI FORENSIC INVESTIGATOR COSTS & AMENDS RESTORATION OF HEALTHCARE RECORDS)

The definition of **Breach Response Costs** in SECTION II.C shall be replaced with the following:

- C. **Breach Response Costs** means reasonable and necessary external fees and costs incurred with the Insurer's consent which are:

1. charged by a provider on the Pre-Approved Panel to:
 - a. provide the **Insured** with legal advice in responding to a **Privacy Event** or **System Breach**, including any duties or obligations under applicable **Breach Notice Laws** or contracts;
 - b. perform computer forensics to contain a **Privacy Event** or **System Breach** and to investigate its cause and scope;
 - c. provide notification by first class mail or email to: (a) affected or potentially affected individuals who are required to be notified under applicable **Breach Notice Laws**; and (b) in the Insurer's discretion, to affected individuals who are not required to be notified under a **Breach Notice Law**;
 - d. operate a call center for notified individuals to call and request information regarding the **Privacy Event**;
 - e. provide notified individuals with one year (or more, if required by law) of free identity theft protection, insurance, credit/identity restoration and/or monitoring services.
 - f. provide public relations or crisis management consultancy services within one year of the public announcement of a **Privacy Event** or **System Breach** for the purpose of mitigating harm to the **Insured's** reputation; and
 - g. restore healthcare records of notified individuals whose **Private Information** was compromised as a result of a **Privacy Event**.
2. charged by qualified provider not on the Pre-Approved Panel and whose rate shall not exceed the rate the Insurer has pre-negotiated with the Pre-Approved Panel providers to perform the services set forth in paragraphs 1(a) – (g) above.

Breach Response Costs do not include **Cyber Extortion Costs** or the **Insured's** internal or overhead expenses, salaries, or wages.

Breach Response Costs shall include reasonable and necessary external fees and costs incurred with the Insurer's consent that are charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

The Pre-Approved Panel is the list of vendors identified in the Pre-Approved Panel enclosure with this Policy. The **Insured** is authorized to retain vendors on the Pre-Approved Panel without the Insurer's prior consent for the provision of services described in paragraphs 1(a) and 1(b) of the definition of **Breach Response Costs**.

CLAIM (Non-Monetary or Injunctive Relief)

SECTION II.F.1 is replaced with the following:

1. a third party demand for money, services, or non-monetary or injunctive relief, a demand or request for any alternative dispute resolution, or the assertion of a liability against an **Insured**;

CYBER EXTORTION COSTS (WAIVE CONSENT)

The following shall be added to the end of the definition of **Cyber Extortion Costs** in SECTION II.L:

Provided that the **Insured** may incur up to \$50,000 in **Cyber Extortion Costs** without the **Insurer's** prior written consent.

INSURED (ADDITIONAL INSURED & INDEPENDENT CONTRACTOR)

The following shall be added to the definition of **Insured** in SECTION II.V:

Insured also means:

7. an **Additional Insured**, but only with respect to **Claims** against such **Additional Insured** solely for the acts, errors or omissions of the **Insured Organization**; and
8. an **Independent Contractor**.

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Independent Contractor means any natural person:

- i. who is not an **Employee** and who is working for a **Insured Organization** in the capacity as an independent contractor pursuant to an express contract or agreement with the **Insured Organization** which governs the nature of such person's engagement;
- ii. for whom the **Insured Organization** provides indemnification; and
- iii. who the **Insured Organization** agrees to add as an **Insured** under this Policy prior to the commission of any act for which such person would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

PCI ASSESSMENTS (charge backs)

The definition of **PCI Assessments** in Section II.DD shall be replaced with:

DD. PCI Assessments means:

1. the direct monetary fines, penalties, reimbursements, fraud recoveries, or other assessments owed by the **Insured** pursuant to a **Merchant Services Agreement** arising from the **Insured's** actual or alleged breach of the data security standards in effect now, or as hereafter amended, that are established by the PCI Security Standards Council; and
2. **PCI Recertification Costs**.

PCI Assessments do not include costs to appeal a **PCI Assessment**, interchange fees, discount fees, or prospective service fees.

PERIOD OF RESTORATION (180 Days)

The definition of **Period of Restoration** in SECTION II.GG is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**; and (b) ending 180 days following:

1. the interruption of the **Insured's Computer Systems** due to a **Business Interruption Event**; or
2. the interruption of a **Shared Computer System** due to a **Contingent Business Interruption Event**.

VOLUNTARY SHUTDOWN

The definition of **Business Interruption Event** in **SECTION II.D** is replaced with the following:

D. Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts an **Insured's Computer System**; and
 2. the voluntary suspension or interruption of an **Insured's Computer System** in order to mitigate a **System Breach**;
- for a period longer than the applicable **Waiting Period**.

The definition of **Contingent Business Interruption Event** in **SECTION II.J** is replaced with the following:

J. Contingent Business Interruption Event means:

1. a **System Breach** or **Denial of Service Attack** that interrupts a **Shared Computer System**; and
 2. the voluntary suspension or interruption of a **Shared Computer System** in order to mitigate a **Security Breach** or **System Breach**;
- for a period longer than the applicable **Waiting Period**.

The definition of **Period of Restoration** in **SECTION II.GG** is replaced with the following:

GG. Period of Restoration means the period: (a) beginning after the expiration of the **Waiting Period**, and (b) ending 180 days following:

1. the **Business Interruption Event**; or
2. the **Contingent Business Interruption Event**.

EXCLUSIONS

SECTIONS III.G.1 and **III.G.2** are deleted.

SECTION III.H.2 shall be replaced with the following:

2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** or **Loss**, to the Insurer of any other policy in force prior to the inception date of this Policy, and such notice has been accepted under such other policy.

FINAL ADJUDICATION

The exclusion in **Section III.L** is replaced with the following:

- L.** For, arising out of, or resulting from any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by or in collusion with an **Insured**; *provided however that* this exclusion shall not apply to:
1. **Claim Expenses** incurred in defending any **Claim** alleging the foregoing until such conduct is established by a final, non-appealable adjudication, judgment, binding arbitration decision, conviction, or written admission by the **Insured**, or the **Insured** agrees to accept criminal punishment for such conduct;
 2. **Loss** incurred on behalf of any other individual **Insured** that did not personally commit, participate in, or know about any act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing; or

3. **Loss** incurred on behalf of the **Insured Organization** if no act, error, omission, incident, or event giving rise to any **Claim** alleging the foregoing was known to any present or former member of the **Management** at the time of or prior to its commission or occurrence.

NOTICE OF CLAIM OR INCIDENT

SECTION IV.A is replaced with the following:

A. NOTICE OF CLAIM OR INCIDENT

The **Insured** must provide written notice of any **Claim** or **Incident** to the Insurer through the contacts listed in ITEM 5 of the Declarations as soon as is practicable after any of the individuals of the **Named Insured** referenced in the SCHEDULE below first becomes aware of such **Claim** or **Incident**, but in no event later than: (i) the end of the **Policy Period**, or (ii) ninety (90) days after the end of the **Policy Period** for **Claims** made against the **Insured** in the last forty-five (45) days of the **Policy Period** or for **Incidents** discovered by the **Insured** during the last forty-five (45) days of the **Policy Period**.

SCHEDULE

Risk Manager
Chief Information Officer
Chief Executive Officer
Chief Financial Officer
General Counsel

OTHER INSURANCE

SECTION VIII.D is replaced with the following:

Solely with respect to **Breach Response Costs** as provided for under Insuring Agreement A.1, this Policy shall apply as primary. If any other **Loss** covered under this Policy is insured under any valid and collectible insurance issued to the **Insured**, then this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, for all other **Loss**, including any self-insured retention or deductible portion thereof, unless such other insurance is written specifically excess this Policy.

WAIVER OF SUBROGATION

The following shall be added to **SECTION VIII.A - SUBROGATION**

If the **Insured** has waived its right to subrogate against a third party through a written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Insurer waives its rights to subrogation against such third party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative

BRICKING AND BETTERMENT ENDORSEMENT
(Hardware and Software – Dollar Sublimit)

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

1. ITEM 7.A.3 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention	
3. Data Loss Costs	\$	\$	
a. Hardware Replacement Costs	\$	\$	

2. The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Q. Data Loss Costs means:

- (i) reasonable and necessary external fees and costs for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of, the **Data Asset**, to a level that existed immediately prior to the **Data Loss Event**; or
- (ii) **Hardware and Software Betterment Costs**; or
- (iii) **Hardware Replacement Costs**

Data Loss Costs do not include:

- 1. Fees or costs for legal services of any type;
- 2. Loss arising out of any liability to third parties; or
- 3. **Business Interruption Loss** or **Contingent Business Interruption Loss**;

3. The following is added to **Section II**:

Hardware Replacement Costs means reasonable and necessary external fees and costs to replace any component of an **Insured's Computer System** that is no longer functional to a level that existed prior to the **Data Loss Event**.

Hardware and Software Betterment Costs means reasonable and necessary external fees and costs for a reasonable upgrade of the **Data Asset** or an **Insured's Computer System** as recommended by a Pre-Approved Panel Provider or a qualified provider, provided that the cost for such upgrade shall not exceed an additional \$. Provided further that such amount shall be in addition to the Sublimit of Insurance

set forth in ITEM 7.A.3 above, but part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations.

4. The following is added directly following **SECTION III.A**

With regards to coverage afforded under ITEM 7.A.3.a, this exclusion shall not apply to an **Insured's Computer System**.

5. The Sublimit of Insurance for **Hardware Replacement Costs** referenced in ITEM 7.A.3.a, above is the aggregate Sublimit of Insurance for all **Hardware Replacement Costs** under Insuring Agreement I.A.3 which shall be part of and not in addition to, the Sublimit of Insurance for **Data Loss Costs** referenced in ITEM 7.A.3 above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature



BRICKING AND BETTERMENT ENDORSEMENT
(Hardware and Software – Percentage Cap for Betterment)

EVEREST

Named Insured	Policy Number	Policy Period	Writing Company	Endorsement Effective Date
			Everest National Insurance Company	

This endorsement modifies insurance provided under the following policy:

EVEREST CYBER ELEVATIONSM POLICY

Solely for the purposes of coverage provided under this endorsement, it is hereby understood and agreed that:

1. ITEM 7.A.3 of the Declarations is replaced with the following:

	Sublimit of Insurance	Retention
3. Data Loss Costs	\$	\$
a. Hardware Replacement Costs	\$	\$

2. The definition of **Data Loss Costs** in **Section II.Q** is replaced with the following:

Data Loss Costs means:

- (i) reasonable and necessary external fees and costs for the actual or attempted regaining of access to, replacement, restoration, re-assembly, or re-collection of, the **Data Asset**, to a level that existed immediately prior to the **Data Loss Event**; or
- (ii) **Hardware and Software Betterment Costs**; or
- (iii) **Hardware Replacement Costs**

Data Loss Costs do not include:

- 1. Fees or costs for legal services of any type;
- 2. Loss arising out of any liability to third parties; or
- 3. **Business Interruption Loss** or **Contingent Business Interruption Loss**

3. The following is added to **Section II**:

Hardware Replacement Costs means reasonable and necessary external fees and costs to replace any component of an **Insured's Computer System** that is no longer functional to a level that existed prior to the **Data Loss Event**.

Hardware and Software Betterment Costs means reasonable and necessary external fees and costs for a reasonable upgrade of the **Data Asset** or an **Insured's Computer System** as recommended by:

- i. a Pre-Approved Panel Provider, provided that the cost for such upgrade shall not exceed an additional %; or
- ii. a qualified provider not on the Pre-Approved Panel, provided that the cost for such upgrade shall not exceed an additional %;

of the cost that would have been incurred to restore, replace, re-assemble or re-collect the **Data Asset** as referenced to a level that existed prior to the **Data Loss Event**. Provided however, that such amounts in i. and ii. above, shall be in addition to the Sublimit of Insurance set forth in ITEM 7.A.3 above, but part of, and not in addition to, the Policy Aggregate Limit of Insurance set forth in ITEM 2 of the Declarations.

4. The following is added directly following **SECTION III.A:**

With regards to coverage afforded under ITEM 7.A.3.a, this exclusion shall not apply to an **Insured's Computer System**.

5. The Sublimit of Insurance for **Hardware Replacement Costs** referenced in ITEM 7.A.3.a, above is the aggregate Sublimit of Insurance for all **Hardware Replacement Costs** under Insuring Agreement I.A.3 and shall be part of and not in addition to, the Sublimit of Insurance for **Data Loss Costs** referenced in ITEM 7.A.3 above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Signature

State:	District of Columbia	Filing Company:	Everest National Insurance Company
TOI/Sub-TOI:	17.2 Other Liability-Claims Made Only/17.2024 Internet Liability		
Product Name:	EVEREST CYBER ELEVATION PROGRAM		
Project Name/Number:	Forms Filing/CW-ECE-20043894		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	This will confirm that the endorsement achieved a readability flesch score of forty (40) minimum.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms Listing
Comments:	
Attachment(s):	Forms List.pdf
Item Status:	
Status Date:	

Form Number	Form Name	Mandatory / Optional	New / Revised	FL Option of the Policyholder/ Company	FL Opt/In or Opt/Out	Premium Bearing / Rate Impact	Endorsement Factor (Expansive or Restrictive)	Purpose
CYB-CWF220B-1 1119	Krauter Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Additional Insureds and Independent Contractors, Expands definitions of Breach Notice Law, Claim, Period of Restoration and Breach Notice Law. Amends policy to be non-rescindable or voidable.
CYB-CWF250A-1 1119	QSG Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Additional Insureds, adds coverage for Technology Wrongful Acts, provides Additional Public Relations Costs, broadens definitions of Breach Notice Law, Data Loss Costs, Breach Response Costs, Period of Restoration and Private Information
CYB-CWF260B-1 1119	NFP Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Additional Insureds and Independent Contractors, broadens definitions of Breach Notice Law, Breach Response Costs, Period of Restoration and Private Information
CYB-CWF270A-1 1119	Unplanned Redemptions Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Unplanned Redemptions Loss.
CYB-CWF280B-1 1119	Crystal Amendatory	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Additional Insureds and Independent Contractors, provides Additional Public Relations Costs, broadens definitions of Breach Notice Law, Breach Response Costs, Claim, Claim Expenses, Private Information and Management. Adds carvebacks to Trade Secrets and Wrongful Collection Exclusions.
CYB-CWF290A-1 1119	Program Brokerage Corporation Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends def. of Application to 12 months prior to inception; Expands definition of Breach Notice Law, Breach Response Costs, and Private Information and Technology Wrongful Act; Amend Notice of Claim or Incident and provides Schedule of Insureds charged with providing written notice of a claim.
CYB-CWF304E-1 1119	Outsource Provider Business Interruption	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides coverage for Contingent Business Interruption Loss due to an Outsourced Provider System Failure or an Outsourced Provider Computer System.
CYB-CWF320B-1 1119	Lockton Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends def. of Application to 12 months prior to inception; Amends definition of Breach Response Costs to include PCI Investigator Costs; amends definition of Claim to include Non-Monetary or Injunctive Relief; Adds coverage for Additional Insureds and Independent Contractors; Adds Home Network to the definition of Insured's Computer system; Adds Additional Public Relations Costs, Adds Asset Threshold for Subsidiaries, Adds an Aggregate Retention, Removes D&O Exclusion; Expands definition of Breach Notice La; Provides expanded coverage for Technology E&O Wrongful Act.
CYB-CWF324B-1 1119	Preferred Breach Coach/Forensics Provider	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Allows for a Retention Reduction when the Insured engages a provider on the Pre-Approved Panel of Breach Coaches and Cyber Forensic Providers.
CYB-CWF330A-1 1119	Arc Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides Additional Insured Coverage, Amends def. of Application to 12 months prior to inception, expands definition of Breach Notice Law, Adds PCI Forensic Investigator Costs to the definition of Breach Response Costs; Expands definition of Private Information, Adds Asset Threshold for Subsidiaries, provides schedule of Insureds charged with noticing claims to the Insurer.
CYB-CWF336A-2 1119	Definitions Amended (Media Wrongful Act)	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Amends definition of Media Wrongful Acts to include acts solely in the provision of Media Communications.
CYB-CWF337B-1 1119	Cyber Crime Endorsement B	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides coverage for Cyber Crime, including Social Engineering, Electronic Crime, Utility Fraud, Criminal Reward and Invoice Manipulation
CYB-CWF337C-1 1119	Cyber Crime Endorsement C	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides coverage for Cyber Crime, including Social Engineering, Electronic Crime, Utility Fraud, Criminal Reward and Invoice Manipulation. Allows Insured to schedule Other Insurance Policy in Other Insurance Section
CYB-CWF339A-2 1119	Bricking Endorsement (Sublimit)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides Sublimit of Insurance for Hardware Replacement Costs

CYB-CWF340A-1 1119	Betterment (Hardware & Software)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends definition of Data Loss Costs. Provides coverage for a reasonable upgrade of the Data Asset of the Insured's Computer System, subject subject to a % of the cost that would have been incurred to restore, replace or re-collect Data Assets if such cost is recommended by a non-Panel Provider.Amends bodily injury/property damage exclusion to clarify that exclusion shall not apply to an Insured's Computer System.
CYB-CWF340B-1 1119	Betterment Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends definition of Data Loss Costs. Provides coverage for a reasonable upgrade of the Data Asset of the Insured's Computer System, subject to a % of the cost that would have been incurred to restore, replace or re-collect Data Assets if such cost is recommended by a non-Panel Provider.
CYB-CWF340C-1 1119	Betterment Endorsement (% Cap)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends definition of Data Loss Costs. Provides coverage for a reasonable upgrade of the Data Asset of the Insured's Computer System, subject to a % of the cost that would have been incurred to restore, replace or re-collect Data Assets
CYB-CWF341A-1 1119	Definitions Amended (Insured Person-Include Independent Contractors)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds Independent Contractors, as defined in the endorsement, as Insureds.
CYB-CWF342A-1 1119	Definitions Amended (Technology Wrongful Act)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds any failure of a Computer System or any part thereof to perform its intended function that was created, licensed, repaired or sold by an Insured.
CYB-CWF343A-1 1119	Co-defendant Additional Insured	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds Co-defendant Coverage for Specifically Named Entity for Wrongful Acts committed by an Insured.
CYB-CWF344A-1 1119	Notice of Claim or Incident Amended (90 Days)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the time to give notice of a Claim to 90 days. Allows the Insured to Schedule Individuals charged with giving notice to the Insurer.
CYB-CWF344B-1 1119	Notice Endorsement (Schedule/90 Days)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the time to give notice of a Claim to 90 Days. Includes schedule of Insureds by title that are charged with providing notice to the Insurer.
CYB-CWF345A-1 1119	Exclusions Amended (Conduct Exclusion - Final Adjudication)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds final "non-appealable" language to the Conduct Exclusion.
CYB-CWF346A-1 1119	Breach Response Costs Outside of the Limit Endorsement (Notification Costs/Legal Forensic Costs)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Breach Response Costs Outside of the Limit of Insurance
CYB-CWF350A-1 1119	Parent Company Exclusion	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Allows the Named Insured to clarify that there is no coverage under the policy for its Parent Company.
CYB-CWF353A-1 1119	Definitions Amended (Claim - Demand Toll, Mediation or Arbitration)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds a demand that the Insured toll or waive a statue of limitations or a demand or request for arbitration, mediation or other ADR to the definition of Claim.
CYB-CWF354A-1 1119	Reputational Harm Cover	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds Coverage for Reputational Harm Loss sustained by an Insured Organization due to an Advers Medial Publication resulting from an Incidnet disocvered by the Insured during the Policy Period.
CYB-CWF355A-1 1119	Review Bombing Cover	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds coverage for Brand Restoration Costs to mitigate or prevent harm to the Insured's Organization's product, brand or reputation as a result of a Review Bombing Campaign that occurs during the Policy Period or a threat received by the Insured during the Policy Period to commit a Review Bombing Campaign.
CYB-CWF357A-1 1119	GDPR Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Clarifies and exapnds the definition of Breach Notice Law to include specifically enumerated statutes, including the Eurpoean Union General Datat Protection Regulation.
CYB-CWF360A-1 1119	Voluntary Shutdown	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the definitions of Business Interruption Event and Contingent Business Interruption Event to include the voluntary suspension or interruption of a Computer System in order to mitigate a System Breach.
CYB-CWF361A-1 1119	Technoloy E&O Cover	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Expands definition of Technology Wrongful Act to include the failure of Tehcnology Products, Technology Services and Telecommunications Services to meet applicable legal or industry standards concerning quality, safety, or fitness for a particulr purpose.

CYB-CWF362A-1 1119	Aggregate Retention Amount	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides that coverage is not subject to a Retention once a multiple, as filled-in, of the highest retention in 7.A has been paid by the Insured.
CYB-CWF363A-1 1119	Exclusions Amended (False Advertising - Claim Expenses)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides a carveback to the False Advertising Exclusion for Claim Expenses, subject to a sublimit.
CYB-CWF365A-1 1119	MPL Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides coverage for Claim Expenses and Damages that the Insured becomes legally obligated to pay due to a Claim alleging a Professional Liability Wrongful Act that first occurred on or after the Retroactive Date.
CYB-CWF365B-1 1119	MPL Endorsement (Personal Injury Offense)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Provides coverage for Claim Expenses and Damages that the Insured becomes legally obligated to pay due to a Claim alleging a Professional Liability Wrongful Act that first occurred on or after the Retroactive Date. Includes coverage for any Personal Injury Offense (as defined in the endorsement).
CYB-CWF366A-1 1119	Asset Manager Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the definition of Insured to provide coverage for any Private Equity Entity and natural insured persons thereof, as set forth in the endorsement.
CYB-CWF367A-1 1119	Investment Advisor Exclusion Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Claifies that there is no coverage for any Claim or Loss arising out of the rendering or failure to render investment or financil service advice; or for any Claim against an Insured in their capacity as an investment advisor.
CYB-CWF369A-1 1119	Court Attendance Costs	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the definition of Claim Expenses to include reasonable expenses for the Insured to attend court dates, hearings, mediations, etc.
CYB-CWF370A-1 1119	Post Breach Fund	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends the definition of Breach Response Costs to provide coverage for certain services performed by a Panel Provider after a breach has occurred in order to prevent a future incident, subject to a sublimit.
CYB-CWF376A-1 1119	Definitions Amended (Insured Added Midterm)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Allows the Policyholder to Add an Insured during the Policy Period.
CYB-CWF377A-1 1119	Cancellation and Nonrenewal Amended (90 Days' Notice)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Requires the Named Insured to give Notice of Cancellation at least 90 days prior to the Expiration of the Policy Period for reasons other than Non-Payment of Premium.
CYB-CWF379A-1 1119	Bodily Injury Exclusion Amended	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends physical injury of a person to a "for" exclusion; provides carveback for mental anguish or emotional distress resulting form a Privacy Event.
CYB-CWF380A-1 1119	System Failure and Non-IT Business Interruption Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Expands Business Interruption Loss Coverage to include System Failure coverage and expands Contingent Business Interruption Coverage to include Contingent System Failure, Non-IT Provider Business Interruption Loss and Non-IT Provider System Failure Coverage.
CYB-CWF380B-1 1119	System Failure and Non-IT Provider Business Interruption Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Expands Business Interruption Loss Coverage to include System Failure coverage and expands Contingent Business Interruption Coverage to include Contingent System Failure, Non-IT Provider Business Interruption Loss and Non-IT Provider System Failure Coverage. Amends the definition of Security Breach to include unauthorized access to or unauthorized use of a Non-IT Provider Computer System.
CYB-CWF381A-1 1119	Supply Chain Breach Liability Endorsement (Sublimit)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amend Breach Liability Coverage to include a Non-IT Provider Security Breach with option for a sublimit.
CYB-CWF385A-1 1119	Other Insurance Endorsment (Primary of Specific Policy)	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Allows policyholder to specifically schedule policy which this insurance will be primary to.
CYB-CWF385B-1 1119	Other Insurance Amended Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Not Expansive or Restrictive	Clarifies that the policy will respond as primary insurance with respect to Breach Response Costs.
CYB-CWF388A-1 1119	AmWins Amendatory Endorsement	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Amends def. of Application to 12 months prior to inception; Expands definition of Breach Notice Law, Breach Response Costs; Adds Coverage for Voluntary Shutdown; Amend Notice of Claim or Incident and provides Schedule of Insureds charged with providing written notice of a claim.

CYB-CWF389A-1 1119	Bricking and Betterment Endorsement (Hardware and Software - Dollar Sublimit)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds Coverage for Hardware and Software Betterment Costs and Hardware Replacement Costs to Data Loss Coverage. ardware and Software Betterment Costs subject to a \$ of costs that wold have been incurred to restore the Data Asset to a level that existed prior to the Data Loss Event.
CYB-CWF389B-1 1119	Bricking and Betterment Endorsement (Hardware and Software - Percent Cap for Betterment)	Optional	New	Option of the Policyholder	Opt-In	N	Expansive	Adds Coverage for Hardware and Software Betterment Costs and Hardware Replacement Costs to Data Loss Coverage. Hardware and Software Betterment Costs subject to a % of costs that wold have been incurred to restore the Data Asset to a level that existed prior to the Data Loss Event.